

# **Advocate Health Care Institutional Policies**

2022-2023

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# AdvocateAuroraHealth

<b>Title:</b> Special Review - GME (IL Only)		<b>Document Number:</b> 7004
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 09/23/2022
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## I. PURPOSE

In compliance with Accreditation Council for Graduate Medical Education (ACGME) requirements, the Graduate Medical Education Committee (GMEC) must demonstrate effective oversight of underperforming programs through a Special Review Process. The Special Review process must include a protocol that:

- A. Establishes a variety of criteria for identifying underperformance that includes, at a minimum, program accreditation statuses:
- B.
- C. Accreditation with Warning, Continued Accreditation with Warning, and adverse accreditation statuses as described by ACGME policies; and,
- D. Results in a timely report that describes the quality improvement goals, the corrective actions, and the process for GMEC monitoring of outcomes, including timelines.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc. Illinois Residency and Fellowship Programs.

## III. DEFINITIONS/ABBREVIATIONS

**Designated Institutional Official (DIO):** The individual in a Sponsoring Institution who has the authority and responsibility for all that institution's ACGME-accredited programs.

**Faculty:** The group of individuals (both physician and non-physician) assigned to teach and supervise residents/fellows.

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-specialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education, and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. **POLICY**

The following criteria are used by the Graduate Medical Education Office to determine the need for a Special Review.

##### A. Internal Criteria:

1. Issues identified by the DIO or GME Office
2. Issues identified by GMCEC or its subcommittees
3. Issues identified by Resident forum representatives
4. Self-reported issues or at the request of a Program Director
5. At the request of hospital leadership (Hospital CMO, Hospital President, Health System Leader)
6. Issues identified after review of Annual Program Evaluation
7. Routine review of newly accredited program within 12 months of first class of residents/fellows
8. Review of programs with no residents/fellows for 24 months

- B. External Criteria:
1. As determined by the DIO or GMEC, includes, but is not limited to the following areas:
    - a) Program accreditation statuses: Accreditation with Warning, Continued Accreditation with Warning, and adverse accreditation statuses as described by ACGME policies
    - b) Program Attrition
      - (1) Change in program director more frequently than every 2 years
      - (2) Greater than 1 resident/fellow per year resident attrition over a 2- year period
      - (3) Greater than a 10% attrition rate for faculty over a 2-year period
    - c) Major Program Changes (changes that must be reported to ACGME)
      - (1) Changes in major participating sites
    - d) Scholarly Activity
      - (1) Faculty (core) – ACGME program specific requirements
      - (2) Graduating residents – ACGME program specific requirements
    - e) Board Pass Rate
      - (1) Based on ACGME program specific standards
    - f) Resident or Faculty Survey
      - (1) Resident survey – resident overall dissatisfaction with the program including but not limited to egregious single year issues and issues that extend over more than one year.
        - (a) Two or more items with less than or equal to 50% compliance on any category question
        - (b) A pattern of significant downward trends since last survey
        - (c) A rating of less than 4.0 in the category “Overall Evaluation”
        - (d) Survey completion rate below 70%
      - (2) Faculty survey – faculty overall dissatisfaction with the program including but not limited to egregious single year issues and issues that extend over more than one year.
        - (a) Two or more items with less than or equal to 50% compliance on any category question
        - (b) A pattern of significant downward trends since last survey
        - (c) A rating of less than 4.0 in the category “Overall Evaluation”
        - (d) Survey completion rate below 60%
    - g) Milestones
      - (1) Failure to submit milestones
      - (2) Not showing trends towards graduation goal

- h) Competencies
- i) Difficulty with matching in initial match (how many years)
  - (1) Unfilled positions over three years
- 2. Noncompliance with ACGME Program requirements
- 3. Noncompliance with ACGME Institutional requirements

## **V. PROCEDURE**

The Designated Institutional Official appoints ad hoc members to the Special Review Committee. The Special Review Committee is led by a Program Director from a program outside of the program under special review. The GME Office supports each review team. A Special Review Committee is appointed for each program that is underperforming.

The Committee is comprised of a Program Director outside the program, a faculty member outside the program, an Academic Affairs representative, a site liaison, a Resident/Fellow from outside the program, and an ad hoc member at the discretion of the DIO or Program Director conducting the special review.

The site GME office, with help from the program under special review, prepares the necessary material for the review. The following documents are available to the Special Review Committee:

- A. ACGME WebAds summary
- B. ACGME Faculty and Resident Surveys for past 3 academic years
- C. ACGME Program Requirements
- D. Other materials as necessary

The Special Review Committee convenes within 45 days of notice that a program is underperforming. The Special Review Committee conducts interviews with the Program Director, core faculty members, at least one resident/fellow from each level of training in the program, and other individuals deemed appropriate by the Committee.

The Special Review Committee submits a written report to the DIO. The DIO submits the course of action to the Program Director and has 10 business days to respond. The DIO and Special Review Committee submit the final report to GMEC. The program under special review provides an update no less than every 6 months. The report includes a description of the review process and the findings and recommendations of the Committee. The findings and recommendations specifically address areas of concern or improvement as identified during the Special Review, as well as the process for GMEC monitoring of outcomes.

## **VI. CROSS REFERENCES**

Graduate Medical Education Policy on Annual Program Evaluation (APE).

**VII. RESOURCES AND REFERENCES**

ACGME Institutional Requirements Section I.B.6.

**VIII. ATTACHMENTS**

Not applicable.

# AdvocateAuroraHealth

<b>Title:</b> Resident/Fellow Appointments: Eligibility - GME (IL Only)		<b>Document Number:</b> 69553
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/12/2022
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<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of this policy is to establish basic eligibility requirements for the recruitment of residents and fellows into Advocate Residency and Fellowship Programs.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate Sponsored Residency and Fellowship Programs.

## III. DEFINITIONS/ABBREVIATIONS

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-specialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty.



**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### **IV. POLICY**

An applicant must meet one of the following qualifications to be eligible for appointment to an Advocate sponsored program:

- A. graduate from a medical school in the United States or Canada, accredited by the Liaison Committee on Medical Education (LCME); or
- B. graduate from a college of osteopathic medicine in the United States, accredited by the American Osteopathic Association, (AOA); or
- C. graduate from a medical school outside of the United States or Canada, and meeting one of the following additional qualifications:
  - 1. hold a current valid certificate from the Educational Commission for Foreign Medical Graduates (ECFMG) prior to appointment; or
  - 2. hold a full and unrestricted license to practice medicine in a United States licensing jurisdiction in their current ACGME specialty/subspecialty program; or
- D. graduate from a Podiatric School accredited by the Council on Podiatric Medical Education (CPME); or
- E. graduate from a predoctoral dental education program accredited by the Commission on Dental Accreditation (CODA); or
- F. graduate from a predoctoral dental education program in Canada accredited by the Commission on Dental Accreditation of Canada; or
- G. graduate from an international dental school with equivalent educational background and standing as determined by the institution and program.

#### **V. PROCEDURE**

The program director is responsible for ensuring that the program only recruits eligible candidates.

Any additional program specific eligibility requirements need to be defined in writing by the program director and communicated to all applicants via posting on the program web page or matching services for healthcare professionals

#### **VI. CROSS REFERENCES**

Not applicable

## **VII. RESOURCES AND REFERENCES**

- A. Accreditation Council for Graduate Medical Education Institutional Requirements: IV.B.1. ([www.acgme.org](http://www.acgme.org) )
- B. Accreditation Standards for Advanced Dental Education Program in Dental Anesthesiology: 1-3, 4-2, 4-3 ([www.coda.ada.org](http://www.coda.ada.org))
- C. Accreditation Standards for Advanced Dental Education Program in General Practice Residency: 1-3, 4-2, 4-3 ([www.coda.ada.org](http://www.coda.ada.org))
- D. Standards and Requirements for Approval of Podiatric Residency Programs; 3.1-3.6 ([www.cpme.org](http://www.cpme.org))

## **VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Resident/Fellow Appointments: Selection - GME (IL Only)		<b>Document Number:</b> 69554
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/12/2022
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## I. PURPOSE

The purpose of this policy is to establish a procedure for the selection and appointment of residents and fellows.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc., Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Program Director:** The individual designated with authority and accountability for the operation of a residency/fellowship program.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs

available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. POLICY

Each program must establish a written policy detailing the program specific criteria to evaluate and rank candidates.

This criteria includes but are not limited to:

- A. Performance on standardized medical knowledge tests
- B. Letters of recommendation from faculty
- C. Dean's Letter
- D. Professional school transcript

It is expected that there will be an intentional focus on Diversity, Equity, and Inclusion in the recruitment and selection process.

In compliance with all federal and state laws and regulations, no person shall be subject to discrimination in the process of resident/fellow selection.

#### V. PROCEDURE

- A. If available, all applications, along with supporting documentation, are to be submitted via an electronic system to the residency/fellowship program.
- B. Only applicants meeting eligibility requirements as established and published by the program may be invited for an interview.
- C. An applicant invited to interview for a resident/fellow position need to be informed, in writing or by electronic means, of the terms, conditions, and benefits of appointment to the Advocate sponsored program, either in effect at the time of the interview or that are in effect at the time of the applicant's eventual appointments.

- D. Information that is provided needs to include:
1. Stipends, benefits, vacation, leaves of absence, professional liability coverage, and disability insurance accessible to residents/fellows; and,
  2. Health insurance accessible to residents/fellows and their eligible dependents.
- E. Each program is responsible to evaluate candidates based on program established selection criteria and interview results. The Program Director (PD) ultimately is responsible for submitting the rank order list, when applicable, for inclusion in the required match process.
- F. Once an applicant is selected and successfully matched, the program requests the appropriate Resident Physician Agreement be generated by the Academic Affairs Office. If no match process is available, the program requests the Resident Physician Agreement at the conclusion of their selection process.
- G. No Advocate sponsored program may offer Resident Physician Agreements outside of the match process without consulting the DIO if the match process is available.

**VI. CROSS REFERENCES**

Not applicable

**VII. RESOURCES AND REFERENCES**

- A. Accreditation Council for Graduate Medical Education Institutional Requirements: IV.B.1. ([www.acgme.org](http://www.acgme.org))
- B. Accreditation Standards for Advanced Dental Education Program in Dental Anesthesiology: 1-3, 4-2, 4-3 ([www.coda.ada.org](http://www.coda.ada.org))
- C. Accreditation Standards for Advanced Dental Education Program in General Practice Residency: 1-3, 4-2, 4-3 ([www.coda.ada.org](http://www.coda.ada.org))
- D. Standards and Requirements for Approval of Podiatric Residency Programs; 3.1-3.6 ([www.cpme.org](http://www.cpme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Criteria for Promotion and/or Renewal of a Resident's/Fellow's Appointment - GME (IL Only)		<b>Document Number:</b> 6998
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
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## I. PURPOSE

The purpose of this policy is to ensure a consistent process for promotion/renewal of the resident agreement and dismissal for residents and fellows.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Clinical Competency Committee (CCC):** A required body comprising three or more members of the active teaching faculty that is advisory to the program director and reviews the progress of all residents or fellows in the program.

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Program Director:** The individual designated with authority and accountability for the operation of a residency/fellowship program.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. **POLICY**

##### **Promotion/Resident Agreement Renewal**

A. The decision to promote a resident/fellow to the next year of training or graduate will be determined by the Program Director in conjunction with the Clinical Competency Committee (CCC) (when applicable). Each program must establish and make known to faculty and residents/fellows, through a department policy, the criteria for promotion and renewal of the annual Resident Physician Agreement. The decision to promote a resident/fellow is based on the following types of formative feedback (when available and applicable), including but not limited to:

1. Milestone achievement
2. Peer evaluations
3. Objective Structured Clinical Exams (OSCEs)
4. Nursing and Ancillary Personnel Evaluations
5. Operative Performance Rating Scales
6. Mock Oral exam
7. End of Rotation Evaluations
8. Simulation Lab Observations and Evaluations
9. Self-Evaluations
10. Procedural Case Logs
11. Unsolicited Comments
12. 360-degree Evaluation
13. Student Evaluations
14. Clinical Workplace Evaluations
15. Patient/Family Evaluations

##### **AAH Team Member Behaviors:**

- A. At each level, residents/fellows must obtain acceptable progress, as determined and documented by the program. It is expected that residents/fellows will participate in all aspects of the curriculum, and in the evaluation of educational experiences and teachers. It is further expected that residents/fellows will complete all administrative responsibilities (licensure, credentialing, etc.) in a timely fashion. Failure to satisfactorily participate in all aspects of the curriculum or complete administrative responsibilities, jeopardizes a resident's promotion and, ultimately, graduation from the Program.

**Graduation Criteria:**

- A. In order to graduate, the resident/fellow must be judged competent to act independently by the Program Director upon recommendations from the Clinical Competency Committee (CCC) (when applicable). Documentation of this judgment must be include in the resident's/fellow's final summative evaluation.
- B. In addition, all residents/fellows must complete the required Institute for Healthcare Improvement (IHI) Open School Modules as identified and monitored by the program.

**Non-Promotion/Non-Renewal of Agreement by Program:**

- A. Should the program decide not to promote/reappoint the resident/fellow to a subsequent year of training, the program will provide the trainee with written notice of intent within a reasonable period of time, not less than 90 days prior to the Agreement termination date.

**Non-Renewal by Resident:**

- A. If the resident/fellow intends not to seek reappointment, they will provide the program director with written notice within a reasonable period of time, not less than 90 days prior to the Agreement termination date.

**Termination of Resident:**

- A. Advocate can terminate the Resident Physician Agreement at any time for cause, effective upon receipt of written notice to the Resident. Cause shall include but not be limited to:
  - 1. Professional incompetence,
  - 2. Failure by the Resident to obtain or maintain appropriate professional license or valid visa/work authorization,
  - 3. Serious neglect of duties or violation of Advocate or Hospital rules, regulations or policies by the Resident,



4. Conduct by the Resident seriously and clearly prejudicial to the best interests of the Advocate and/or Hospital,
  5. Acts of fraud, dishonesty or misconduct determined to render the Resident professionally unfit to practice,
  6. Conviction of the Resident of any crime punishable as a felony,
  7. Exclusion from or sanction by Medicare, Medicaid or other public health program.
- B. Termination can also occur after a probation period with inadequate correction of the identified problem(s). If a resident/fellow is terminated, it will be reported to the state medical boards, prospective employers, or other third parties who request information about a trainee's performance.
- C. Termination of a resident/fellow is subject to the Graduate Medical Education Due Process Policy.

**V. PROCEDURE**

Not applicable

**VI. CROSS REFERENCES**

Not applicable

**VII. RESOURCES AND REFERENCES**

Accreditation Council for Graduate Medical Education Institutional Requirements:  
IV.D.1. ([www.acgme.org](http://www.acgme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Corrective Action - GME (IL Only)		<b>Document Number:</b> 6995
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
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## I. PURPOSE

To ensure a consistent process for corrective action for residency and fellowship programs.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Clinical Competency Committee (CCC):** A required body comprising three or more members of the active teaching faculty that is advisory to the program director and reviews the progress of all residents or fellows in the program.

**Corrective Action** - An action or proposed action that directly concerns a Resident's academic or professional performance.

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Program Director:** The individual designated with authority and accountability for the operation of a residency/fellowship program.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the Accreditation Council for Graduate Medical Education (ACGME) Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### **IV. POLICY**

Failure to demonstrate progress after documented verbal and written feedback regarding a deficiency may result in a resident /fellow being placed on corrective action. The levels of corrective action are:

- Informal Growth and Development Plan (IGDP)
- Formal Growth and Development Plan (FGDP)
- Probation (Remediation)
- Suspension

No resident/fellow may not be placed on corrective action without a face-to-face meeting with the program director or their designee.

#### **V. PROCEDURE**

##### **A. Informal Growth and Development Plan**

When a resident/fellow displays performance that is below expectations on evaluations or milestones, the program director meets with the resident/fellow and place the resident/fellow on an Informal Growth and Development Plan (IGDP). This plan is in writing and monitored with the expectation that the resident/fellow demonstrates improvement within one to two months.

## **B. Formal Growth and Development Plan**

If a resident/fellow continues to display performance that is below expectations on evaluations or milestones, the resident/fellow may be placed on a Formal Growth and Development Plan (FGDP) by the program director upon recommendation by the Clinical Competency Committee (CCC). The Formal Growth and Development Plan (FGDP) indicates that the resident's/fellow's performance is being more closely monitored due to below expectations performance.

The resident/fellow is placed on a FGDP through written notification (need to utilize the Advocate Aurora Academic Affairs template), typically for a three-month time period. The FGDP is signed by both the program director, the resident/fellow, and a witness with a copy placed in the trainee's permanent file. This plan should clearly define the perceived problem(s) and proposed action(s) to address the problem(s) and achieve the desired outcome(s). Official follow-up by the program director or their designee needs to occur with written documentation at the completion of the FGDP period. At this point, the Formal Growth and Development Plan (FGDP) may be terminated due to successful completion of the plan, extended for an additional three months (maximum period of six months on FGDP), or the resident/fellow may be placed on probation (remediation).

A Formal Growth and Development Plan (FGDP) status is not reported to state Medical boards, prospective employers, or other third parties who request information about a Resident's/Fellow's performance, as long as the issue(s) which led to the Plan has(ve) been satisfactorily resolved.

## **C. Probation (Remediation)**

If there continues to be performance that is below expectations on evaluations or milestones after being on a Formal Growth and Development Plan (FGDP), or if a resident's/fellow's overall performance is deemed to be unsatisfactory based on, but not limited to, academic performance, professional attitude, attention to responsibilities or other behavioral or performance-based inadequacies, he or she may be placed on probation by the program director upon recommendation by the Clinical Competency Committee (CCC). A Formal Growth and Development Plan (FGDP) is not a necessary first step to place a resident/fellow on probation. Probation (Remediation) may be the first level of remediation, depending on the nature or severity of the academic/performance issue.

The resident/fellow is placed on Probation (Remediation) for up to three months by the program director through written notification to the resident/fellow with a copy placed in the trainee's permanent file. This notification should clearly define the perceived problem(s) and proposed

action(s) to address the problem(s) and achieve the desired outcome(s). Official follow-up by the program director or their designee needs to occur with written documentation within the probationary period. At the end of the probationary period, the Probation status may be terminated due to successful remediation, extended for an additional three months (maximum probation period of six months), or the resident/fellow may be terminated.

Probationary status is reported to state medical boards, prospective employers, or other third parties who request information about a resident's/fellow's performance, even if the issues that led to the Probation (Remediation) have been satisfactorily resolved.

#### **D. Suspension**

The program director may temporarily suspend a resident/fellow from all clinical responsibilities and duties. The resident's privileges are suspended, and the resident/fellow is not compensated (subject to applicable limitations for exempt residents/fellows) for the duration of the suspension. The resident/fellow does not receive academic credit toward graduation for the period of suspension, which may result in an extension of time in the program beyond the original expected date of completion. When immediate action is deemed necessary to prevent potential harm to patients, the resident/fellow or the Medical Center, the program director may immediately, upon verbal notification to the resident/fellow and without prior due process, place restrictions on a portion or all of a resident's/fellow's clinical responsibilities.

#### **VI. CROSS REFERENCES**

Not applicable

#### **VII. RESOURCES AND REFERENCES**

Not applicable

#### **VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Due Process in Instances Where Actions of Suspension, Non-Renewal, Non-Promotion, or Dismissal are Taken Against a Resident/Fellow - GME (IL Only)		<b>Document Number:</b> 6988
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025  <b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of this policy is to ensure a consistent process to provide residents and fellows with due process if terminated from a program.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Designated Institutional Official (DIO):** The individual in a Sponsoring Institution who has the authority and responsibility for all of that institution’s ACGME-accredited programs.

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Program Director:** The individual designated with authority and accountability for the operation of a residency/fellowship program.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. **POLICY**

Advocate provides an appeal process in the case of a resident or fellow being terminated from a program.

#### V. **PROCEDURE**

**Step 1:** The Resident needs to notify the program director in writing, within ten business days of notification of termination, that the resident is appealing the action. This notification includes the basis for the appeal and supporting documentation.

**Step 2:** Within seven business days of receiving notification of appeal from the resident, the program director informs the DIO, in writing, of the resident's notice of appeal. The program director also informs the DIO the basis of both the termination and the appeal of the termination, then provides the DIO all documentation and evidence that is related to the termination and the notice of appeal.

**Step 3:** Within 10 business days after receiving the notice of appeal from the program director, the DIO, or designee, notifies the resident of the appointment of an Appeals Committee.

The Appeals Committee consists of seven members, chosen by the Chair:

- A. Designated Institutional Official, or designee (Chair of the Appeal Committee),
- B. Medical Center's Chief Medical Officer (CMO), or designee,
- C. Vice President of Human Resources, or designee,
- D. Department Chair of the Resident's medical specialty, or designee,

- E. Two members of the GMEC (not from same department as appellant),
- F. A resident who is not of the same department as the Resident making the appeal.

The Appeals Committee notifies the resident of the date, time, and place of the hearing. This notice advises the resident/fellow of:

- A. Their right to present evidence and argument in opposition to the action, including the right to present and cross-examine witnesses, and
- B. The program director's right to present evidence and argument in support of the action, including the right to present and cross-examine witnesses.

No legal counsel for the resident or the institution is to be present at the appeal committee meeting. Ordinarily, patients are not allowed to provide testimony on behalf of a resident. However, the Chair of the Appeals Committee has the right to determine if a patient testimony is essential to the hearing.

**Step 4** – All evidence supporting and opposing the termination of the resident are available at the time of the hearing. If it is deemed necessary to obtain additional evidence, the hearing may be adjourned to reconvene at a later date. The Committee also may allow adjournments to accommodate witnesses. Upon completion of the presentation of evidence and arguments, the Appeals Committee meets to deliberate and arrives at a decision.

**Step 5** – The Appeals Committee reviews the evidence and documentation regarding the proposed action and determine if there is a reasonable basis and evidentiary support for the action after considering all information that the Appeals Committee deems necessary to make an informed decision, including the Resident's basis for appeal.

The Appeals Committee's decision is made by a majority and needs to:

1. Uphold the action,
2. Rescind the action, or
3. Gather additional information before making a decision.

The Chair of the Appeals Committee reports the written decision to the resident and the program director within five business days of the decision. The decision of the Appeals Committee to uphold or rescind the termination is final.

The resident's appeal does not extend the resident's appointment period under any circumstances. When the appeal proceedings continue past the Resident's current appointment period, the appeal proceedings terminate unless the resident requests in writing, directed to the DIO, that the appeal be continued to conclusion.

## **VI. CROSS REFERENCES**



Not applicable

**VII. RESOURCES AND REFERENCES**

A. Accreditation Council for Graduate Medical Education Institutional Requirements:  
IV.D.1.b ([www.acgme.org](http://www.acgme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Procedures for Submitting and Processing Resident/Fellow Grievances - GME (IL Only)		<b>Document Number:</b> 6990
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of the policy is to outline the procedure for submitting and processing grievances at the program and institutional level.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc. Illinois Residency and Fellowship Programs.

## III. DEFINITIONS/ABBREVIATIONS

**Designated Institutional Official (DIO):** The individual in a Sponsoring Institution who has the authority and responsibility for all of that institution's ACGME-accredited programs.

**Faculty:** The group of individuals (both physician and non-physician) assigned to teach and supervise residents/fellows.

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### **IV. POLICY**

The program and sponsoring institution are committed to addressing quickly, at the appropriate level and in accord with the procedures outlined below, any resident and fellow grievances arising out of their experience in the program. Residents and fellows are encouraged to use the procedure without fear of retaliation.

Grievances concerning the training program may include, but are not limited to:

1. The resident's or fellow's rotation schedule;
2. An evaluation the Resident feels is unfair;
3. Excessive work hours;
4. Perceived poor quality of supervision/instruction;
5. Complaints involving other Residents or physicians involved in the educational program; or
6. Interpretation or application of Program requirements.

Being placed on a Formal Growth and Development Plan (FGDP) or Probation (Remediation) is not grounds for a grievance.

#### **V. PROCEDURE**

##### **A. Grievance Relating to Work Environment, Program or Faculty**

##### **1. Informal**

If the Resident grievance relates to the work environment, the program or the faculty, the grievance should initially be presented to the program director or designee and discussed in a face-to-face meeting in an attempt to reach an informal resolution.

If the resident/fellow is uncomfortable initiating the grievance with the program director, the grievance process should be initiated with the department chair.

## **2. Formal**

- a. If the resident/fellow is not satisfied with the outcome of the informal grievance procedure, the resident/fellow submits their concerns to the program director in writing within seven working days of the initial informal grievance discussion.
  - i. The written grievance should include a detailed description of the resident/fellow concerns and the specific remedy requested by the resident/fellow in order to resolve the grievance or problem.
  - ii. The program director consults with faculty or Human Resources as needed.
  - iii. The program director responds to the resident's or fellow's grievance in writing, with a copy to the DIO and the department chair within seven working days of the receipt of the written grievance.
- b. If the resident/fellow is not satisfied with the program director's response, the Resident sends their concern(s) in writing to the DIO who, after review, submits a written decision, which is binding.

## **3. Perceived Punitive Action or Retaliation**

Following a grievance, any perceived punitive action or retaliation should be brought to the attention of the DIO by the resident/fellow immediately. The DIO investigates perceived punitive action or retaliation and take appropriate action, if necessary. The investigation is kept confidential to the greatest extent possible.

## **VI. CROSS REFERENCES**

Not applicable

## **VII. RESOURCES AND REFERENCES**

Accreditation Council for Graduate Medical Education Institutional Requirements: IV.E ([www.acgme.org](http://www.acgme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Vacation and Leaves of Absence - GME (IL Only)		<b>Document Number:</b> 6996
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of the policy is to identify the number of vacation days a resident/fellow is provided each year, as well as provide accurate information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the program and upon a resident's/fellow's eligibility to participate in examinations by the relevant certifying boards.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Fellow:** An individual enrolled in an accredited Fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Program Director:** The individual designated with authority and accountability for the operation of a residency/Fellowship program.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** an individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. **POLICY**

##### **A. Paid Time Off (PTO):**

1. Each academic year, residents/fellows will have twenty (20) paid PTO days (Monday-Friday) for their use. Each department/program will articulate its policy regarding weekend coverage before and after the requested PTO days.
2. In addition, each resident/fellow will be allowed three (3) paid unplanned absences. Each department will be responsible for articulating documentation required for unplanned absences. Unplanned absences that exceed three (3) days will only be granted at the discretion of the program director.
3. PTO time does not include program approved educational time to attend or present at conferences, jury duty, or bereavement time.
4. PTO time must be approved in advance by the program director or designee.

##### **B. Disability Elimination Period Days (Disability Days):**

1. Residents/fellows will be allocated twelve (12) days per academic year to be used in the case of a disability. The twelve (12) days cover the required period before disability payments are initiated.

##### **C. Non-Accrual of PTO and Disability Period Days:**

1. Paid Time Off and Disability Period Days are an assigned benefits and are not accrued or granted according to hours worked. Paid Time Off and

Disability Period Days are not cumulative (i.e., do not carry over from academic year-to- academic year).

2. Unused Paid Time Off or Disability Period Days will not be paid out at the end of the contract year.

#### **D. Leaves of Absence:**

1. All residents/fellows, as contracted employees of Advocate Aurora Health (AAH), are entitled to benefits under AAH's Human Resource Policy: AAH Leave of Absence and as such are subject to the eligibility and guidelines contained therein. The LOA policy includes Family/Medical Leave (FMLA), including maternity/paternity benefits, or Personal Leave of Absence (PLA).
2. All Leaves of Absence must be approved in writing by the Program Director and the organization leave administrator (MetLife) and can affect the resident's/fellow's graduation date.

#### **E. Effect of Time Away from the Program:**

1. Total absence from the residency/fellowship program for any reason, including PTO and unplanned absence, in excess of 30 days, must be made up and will result in an extension of the current year's contract. A Resident may not advance to the next academic level until all required time for the current academic year is completed.
2. Separation from the residency/fellowship for any reason prior to its conclusion shall be reported to the Illinois Department of Financial and Professional Regulation (IDFPR) Disciplinary Board. (IL Medical Practice Act: Section 23 (A) (1.5))
3. Separation is defined as: any interruption in a person's participation in a post-graduate training program exceeding forty-five (45) days, whether continuous or in the aggregate, in any 365-day period, excluding maternity and paternity leave. Separation includes a program's decision not to renew a person's contract to participate in the program or a resident's/fellow's resignation prior to the conclusion of (the) full term for which the person was originally engaged.
4. Repeat training and/or make up time required to fulfill the criteria for completion of residency/fellowship is determined by the Program Director consistent with the standards of the American Board of Medical Specialty (ABMS) the American Osteopathic Association (AOA), the American Dental Association (ADA) or the Council on Podiatric Medical Education (CPME), as applicable.

#### **V. PROCEDURE**



- A. Each program determines the number of PTO days residents/fellows may use for each rotation, the process for requesting days off, and any restrictions a department may have for requesting days off.
- B. If a Resident Leave of Absence (LOA) is approved, the program director informs the resident/fellow in writing regarding the impact of the LOA upon the specialty criteria for satisfactory completion of the program and upon the resident's/fellow's ability to participate in the examination of the relevant certifying board. The letter is signed by the program director and the resident/fellow and a copy kept in the trainee's permanent file.
- C. Each program is responsible for tracking resident/fellow PTO days and unplanned absences and leaves of absences via Medhub.

**VI. CROSS REFERENCES**

Not applicable

**VII. RESOURCES AND REFERENCES**

- A. Accreditation Council for Graduate Medical Education Institutional Requirements: IV.H.1.-2. ([www.acgme.org](http://www.acgme.org))
- B. Accreditation Standards for Advanced Dental Education Programs in Dental Anesthesiology: 4-6 ([www.coda.ada.org](http://www.coda.ada.org))
- C. Accreditation Standards for Advanced Dental Education Programs in General Practice Residency: 4-6 ([www.coda.ada.org](http://www.coda.ada.org))
- D. Standards and Requirements for Approval of Podiatric Residency Programs: 3.9, e & g ([www.cpme.org](http://www.cpme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Supplemental Benefits Offered to Residents and Fellows - GME (AAH)		<b>Document Number:</b> 70509
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 10/03/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 10/03/2025
		<b>Effective Date:</b> 10/03/2022
<b>Scope:</b> <input checked="" type="checkbox"/> AAH System <input type="checkbox"/> ACH <input type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

To provide guidance for leaves of absence for all Advocate Aurora Health (AAH) residents and fellows within an AAH sponsored dental, medical, and podiatric residency or fellowship.

## II. SCOPE

This policy applies to all AAH employed dental, medical, and podiatric residents and fellows.

## III. DEFINITIONS/ABBREVIATIONS

**Child:** a biological, adopted, or foster child, stepchild, legal ward, or the child of a person having day-to-day care of the child “in loco parentis”, who is either under age 18, or age 18 or older, and is incapable of self-care because of mental or physical disability.

**Civil Union:** legal relationship between two people that provides legal protections and benefits under Illinois law.

**Disability or Disabled:** disability or disabled means that due to a non-work-related Injury or Illness, which is supported by objective medical evidence, you require and are receiving from a Physician, regular, ongoing medical care and following the course of treatment recommended by the Physician; and you are unable to perform:

**during the first 24 months,** each of the material duties of your own occupation as a result of such Injury or Illness and which is not compensable under any state workers’ compensation law; and

**after the first 24 months,** the material duties of any occupation as a result of such Injury or Illness and which is not compensable under state workers’ compensation law

**Domestic Partner:** a person in a committed relationship between two adults, of the opposite sex or same sex, in which the partners:

- (1) are each other's sole domestic partner and intend to remain so indefinitely;
- (2) maintain a common residence, and intend to continue to do so (or would maintain a common residence but for an assignment abroad or other employment-related, financial, or similar obstacle);
- (3) are at least 18 years of age and mentally competent to consent to a contract;
- (4) share responsibility for a significant measure of each other's financial obligations;
- (5) are not married or joined in a civil union to anyone else;
- (6) are not a domestic partner of anyone else;
- (7) are not related in a way that would prohibit legal marriage in the U.S. jurisdiction in which the partnership was formed;
- (8) provide documentation demonstrating fulfillment of these requirements; and
- (9) certify that they understand that willful falsification of the documentation required to establish that an individual is in a domestic partnership may lead to disciplinary action and the recovery of the cost of benefits received related to such falsification and may constitute a criminal violation under 18 U.S.C. § 1001.

**Medical Leave of Absence:** a leave of absence for a serious medical condition for self.

**Incapable of Self Care:** when an individual requires active assistance or supervision to provide daily self-care in three or more "activities of daily living" or "instrumental activities of daily living", including adaptive activities such as caring appropriately for one's grooming, hygiene, bathing, dressing, eating, or instrumental activities such as shopping taking public transportation, maintaining a residence, etc.

**Parental Leave of Absence:** a leave of absence to give parents (biological and adoptive mothers and fathers) additional flexibility and time for purposes of caring for or tending to the need related to the birth or the placement of a child within the team member's home for an eligible adoption.

**Family Medical Leave Act (FMLA):** The federal FMLA generally entitles eligible workers to take unpaid leave for up to 12 weeks per year, without losing job security or health benefits, to care for a spouse, child or parent who has a serious health condition.

**Family Member:** an eligible team member's child, legal guardian or ward, spouse under the laws of any state, domestic partner, parent, or spouse.

**Fellow:** a physician in an advanced graduate medical education fellowship program beyond a core residency program for physicians who are interested in more specialized practice.

**Parent:** a biological, adoptive, step or foster father or mother, or any other individual who stands *in loco parentis* to the child. This term does not include parents-in-law.

**Resident:** a physician in an accredited graduate medical education program, including interns, Residents, and Fellows.

**Serious Health Condition:** an illness, injury, impairment, or physical or mental condition that generally involves:

- (1) inpatient care at a hospital, hospice or residential medical care facility;
- (2) under FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first-hand contacts by a health care provider);
- (3) under FMLA: a period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves;
  - a. Treatment two or more times by or under the orders of a health care provider. The two visits must occur within 30 days of the first day of incapacity, with the first visit occurring within seven days of the first day of incapacity; or
  - b. Treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first visit must take place within seven days of the first day of incapacity.
- (4) Any period of incapacity due to pregnancy or for prenatal care.
- (5) Chronic conditions requiring periodic treatment by or under the supervision of a health care provider which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (i.e., asthma, diabetes, epilepsy, etc.) There must be at least two visits, for treatment, to the health care provider per year;
- (6) Permanent/long term conditions requiring supervision for which treatment may not be effective (i.e., Alzheimer's, a severe stroke, or the terminal stages of a disease); or
- (7) Multiple treatments by or under the supervision of a health care provider, either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer chemotherapy, severe arthritis (physical therapy), or kidney disease (dialysis).

**Short-Term Disability:** provides continuing income benefits during a disability for up to 90 days.

**Sponsoring Institution:** the organization (or entity) that assumes the academic responsibility and ultimate authority and oversight for a program of graduate medical education.

**Spouse:** a husband or wife, as defined or recognized in the state where the team member was married; includes individuals in a common law marriage.

**Long-Term Disability:** provides continuing income benefits after being disabled for more than 90 days.

#### IV. POLICY

##### **EMPLOYED AAH TEAM MEMBER LEAVES OF ABSENCE(S) POLICIES & PROCEDURES:**

- (1) AAH has medical, parental, and family medical leave of absence policies and procedures in place for its employed team members. These leave of absence policies are available electronically on the Advocate Aurora Document System (AADS) under “AAH Leave of Absence (LOA)” and “AAH Parental Leave.”
- (2) Parental Leave is available to eligible biological and adoptive parents. AAH pays 100% of this benefit. Eligible parents have the option of choosing: Two weeks of parental leave paid at 100% of their base pay or four weeks of parental leave paid at 50% of their base pay. Parental Leave may be used at any time during the six-month period immediately following the birth or adoption of a child.

In addition, AAH offers disability benefits to eligible team members. For details on the disability plans, refer to the AAH Disability Income Protection Plan on [www.aahbenefits.org](http://www.aahbenefits.org).

- a. Short-Term Disability (STD): replaces a percentage of a team member’s income if unable to work due to pregnancy or a non-work-related illness or injury for up to 90 days. Disability payments begin following a 10-day elimination period (the period between when a disability begins and when STD payments begin). During the elimination period, PTO must be used if available. The Plan provides 60% income replacement for up to 90 days to eligible team members. Team members may use PTO or floating PTO to supplement disability income.
- b. Long-Term Disability (LTD): provides 50% income replacement up to \$10,000/month maximum.

**GRADUATE MEDICAL EDUCATION (GME) SUPPEMENTAL BENEFITS OFFERED TO RESIDENTS/FELLOWS WITHIN AN AAH SPONSORED DENTAL, MEDICAL AND PODIATRIC RESIDENCY OR FELLOWSHIP:**

- (1) Medical, Parental and Family Medical Leave of Absence Benefit for Residents/Fellows: In addition to the AAH Leave of Absence Policies, Short-Term Disability, and Parental Leave, Residents and Fellows are eligible for six weeks of medical, parental, or family medical leave of absence (the “leave” or “leaves”), for qualifying events that are approved by the plan administrator and consistent with applicable laws, once every three years beginning or within an accredited training program. Personal leaves are administered under the AAH Leave of Absence Policy and the six-week leave of absence described above does not apply.
  - a. The start of the three-year period will be based on the date of hire at which time benefits commence. . Subsequent three-year periods, if applicable, will commence the fourth and seventh year from that original employment date. The six weeks of the Supplemental Resident/Fellow Leave may be used consecutively or intermittently. This policy ends upon any transfer of programs and/or upon the graduation from a program.
  - b. Residents/Fellows will be provided with the equivalent of 100% percent of their base salary for the first six weeks of the approved Supplemental Resident/Fellow Leave(s). If the 6 weeks of paid approved Supplemental Resident/Fellow Leave also qualifies for FMLA, WI FMLA, STD and/or Parental, Family Medical Leave, these leaves/benefits will run concurrently.
  - c. Residents and Fellows are required to use up to ten (10) available Paid Time Off (PTO) days for the elimination period during an approved Supplemental Resident/Fellow Leave.
  - d. Residents and Fellows must still adhere to the provisions of the Advocate Aurora Health Leave of Absence Policies, Short-Term Disability and Parental, Family Medical Leave, where applicable.
  - e. Each training program will provide its Residents/Fellows with accurate information regarding the impact of an extended leave based upon the criteria for satisfactory completion of the Program and eligibility to participate in examinations by the certifying Board(s).

**V. PROCEDURE**

**GENERAL INFORMATION**

- (1) The Supplemental Resident/Fellow Leave is administered by a plan administrator: The Hartford (for WI/legacy Aurora Health Care team members) and MetLife (for IL/legacy Advocate Health Care team members).
  - a. The claims administrator may request additional information from you and/or your medical provider. Failure to provide the necessary information may result in denial of the Supplemental Resident/Fellow Leave and/or disability.
  - b. All communication during this process will be sent via USPS and electronically via AAH email to the resident/fellow.
  - c. If a resident does not qualify for FMLA to care for a family member, then the manager of record will request the leave through WorkDay and the leave will then be administered by the HR Shared Services Leave Management Team.
- (2) Residents and fellows will be provided with the equivalent of 100 percent of their base pay for the first six weeks of the first approved Supplemental Resident/Fellow Leave(s) of absence.
- (3) If a resident/fellow is absent from work for more than 3 consecutively scheduled workdays and their absence is due to a non-work-related injury or illness, the Resident/Fellow must contact the plan administrator to apply for STD. Residents/Fellows should review the AAH Disability Income Protection Plan on [www.aahbenefits.org](http://www.aahbenefits.org) for more information.
  - a. STD benefits cannot begin until after the elimination period, which is the time a resident/fellow is absent from work for at least 10 consecutive calendar days. Residents/Fellows are required to use their PTO during the elimination period.
  - b. After the elimination period, the resident/fellow will receive 100% of their pay for the remainder of the Supplemental Resident/Fellow Leave, up to 6 weeks total. If the resident/fellow is still eligible for disability benefits after the 6 weeks of the Supplemental Resident/Fellow Leave has been exhausted, the resident/fellow will continue to receive STD benefits at 60% income replacement until they are no longer eligible for STD, qualify for Long-Term Disability (LTD), or until the resident/fellow has been out of work for a total of 12 weeks, whichever is earlier.
- (4) There will be a continuation of health and disability insurance benefits for residents/fellows and their eligible dependents during approved Supplemental Resident/Fellow Leave(s). Residents/Fellows are required to pay the applicable insurance premiums for these benefits. Failure to pay premiums within 30 days will result in loss of coverage. Premiums will continue to be deducted from the Resident's/Fellow's paycheck if there are sufficient funds.

## **VI. CROSS REFERENCES**

Graduate Medical Education Policy on Paid Time Off Advocate Aurora Health Leave of Absence Policies

Advocate Aurora Health Parental Leave Policy

Advocate Aurora Health Disability Income Protection Plan

## **VII. RESOURCES AND REFERENCES**

ACGME Institutional Requirements [www.acgme.org](http://www.acgme.org)  
(Section IV. H.1.a) – g)

AOA Basic Documents for Postdoctoral Training [www.osteopathic.org](http://www.osteopathic.org)  
(Section C, 7.1, a-d)

CPME Council on Podiatric Medical Education [www.cpme.org](http://www.cpme.org)  
(Section 3.9, e & g)

## **VIII. APPENDICES**

### IV.G. Health and Disability Insurance

IV.G.1. The Sponsoring Institution must ensure that residents/fellows are provided with health insurance benefits for residents/fellows and their eligible dependents beginning on the first day of insurance eligibility. (Core)

IV.G.1.a) If the first day of health insurance eligibility is not the first day that residents/fellows are required to report, then the residents/fellows must be given advanced access to information regarding interim coverage so that they can purchase coverage if desired. (Core)

IV.G.2. The Sponsoring Institution must ensure that residents/fellows are provided with disability insurance benefits for residents/fellows beginning on the first day of disability insurance eligibility. (Core)

IV.G.2.a) If the first day of disability insurance eligibility is not the first day that residents/fellows are required to report, then the residents/fellows must be given advanced access to information regarding interim coverage so that they can purchase coverage if desired. (Core)

### IV.H. Vacation and Leaves of Absence

IV.H.1. The Sponsoring Institution must have a policy for vacation and leaves of absence, consistent with applicable laws. This policy must: (Core)

IV.H.1.a) provide residents/fellows with a minimum of six weeks of approved medical, parental, and caregiver leave(s) of absence for



qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day, the resident/fellow is required to report; (Core)

IV.H.1.b) provide residents/fellows with at least the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken; (Core)

IV.H.1.c) provide residents/fellows with a minimum of one week of paid time off reserved for use outside of the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken; (Core)

IV.H.1.d) ensure the continuation of health and disability insurance benefits for residents/fellows and their eligible dependents during any approved medical, parental, or caregiver leave(s) of absence; (Core)

IV.H.1.e) describe the process for submitting and approving requests for leaves of absence; (Core)

IV.H.1.f) be available for review by residents/fellows at all times; and, (Core)

IV.H.1.g) ensure that each of its ACGME-accredited programs provides its residents/fellows with accurate information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the program and upon a resident's/fellow's eligibility to participate in examinations by the relevant certifying board(s).

# AdvocateAuroraHealth

<b>Title: Maintaining A Drug and Alcohol-Free Workplace</b>		<b>Document Number: 2584</b>
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 01/01/2020
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date: 12/26/2022</b>  <b>Effective Date: 10/14/2019</b>
<b>Scope:</b> <input checked="" type="checkbox"/> AAH System <input type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

To establish guidelines that support Advocate Aurora Health's commitment to providing a safe, healthy and secure work environment free from drug and/or alcohol abuse, for our patients, team members and other individuals doing business with Advocate Aurora Health, and to meet Advocate Aurora's obligations under the Drug Free Workplace Act of 1988.

## II. SCOPE

This policy applies to Advocate Aurora Health, Inc., including all team members, physicians, and all others employed by Advocate Aurora Health, as well as any entity owned and/or controlled by Advocate Aurora Health, Inc. (collectively, "Advocate Aurora").

Advocate Aurora Health prohibits any contractor or visitor from being on premises or worksites while under the influence of or in possession of alcohol, drugs or controlled substances except legally-prescribed medication.

Advocate Aurora Health prohibits any volunteers, students, and trainees from being on premises or worksites while under the influence of or possession of alcohol, drugs or controlled substances except legally-prescribed medication.

## III. DEFINITIONS/ABBREVIATIONS

**Advocate Aurora Property** includes but is not limited to, all buildings, offices, facilities, grounds, parking lots and vehicles owned, leased or managed by Advocate Aurora.

**Drugs** are defined as any illegal substance or any drug which is legally obtainable (such as a prescription drug) but which is not being used for prescribed purposes, not being taken according to prescribed dosages, or not obtained legally: it does not include legally obtained prescription medication that is used in a prescribed manner.

**Under the Influence of Alcohol** means an alcohol concentration equal to or greater than .02 (grams of alcohol per 210 liters of breath).

**Under the Influence of Drugs** means a confirmed positive drug test result for illegal drugs and the misuse and/or abuse of a legal drug (including Medical Marijuana), or other substances; it does not include use of legally-obtained prescription medication that is used in a prescribed manner.

**Reasonable Suspicion** refers to observations of apparent workplace use, possession or impairment. Reasonable suspicion of impairment is determined through Advocate Aurora's established process, post-accident, or when impairment is reasonably believed to have caused a serious accident, incident or near miss.

**Drug Diversion** refers to theft, use, or unauthorized possession or removal from the premises of a number of drugs, including unused amounts of drugs provided to patients or obtained through the failure to waste.

**Last Chance Agreement** refers to a written agreement between Advocate Aurora and a team member, where the team member agrees to fully comply with specific Advocate Aurora requirements, including but not limited to, treatment, and random drug and alcohol screening for period of two years as a condition of continued Advocate Aurora employment.

**Random Screening** refers to situations where a team member is subject to unannounced drug or alcohol screening as the result of a Last Chance Agreement; a Consent or Monitoring Agreement with a state licensing department; or as may be required by an accreditation agency.

**Refusal to Cooperate** means to obstruct the drug or alcohol collection or screening process; to submit an altered, or substitute sample; to refuse to complete the requested drug or alcohol screening forms or process; to fail to show up for a scheduled test; or failure to properly provide a specimen(s) for screening when indicted to do so, without a valid medical reason.

**Advocate Aurora Employee Assistance Program (EAP)** refers to an Advocate Aurora employer-sponsored team member assistance program that offers a broad range of services, including Drug and Alcohol awareness and/or support services. All team members are eligible for Advocate Aurora EAP services.

**Advocate Aurora Employee Health/Occupational Health (EH/OH)** provides occupationally-related health services to Advocate Aurora team members, credentialed providers and volunteers including, but not limited to, post-offer physicals, workers' compensation injury management, vaccines, tuberculosis

(TB) skin tests and N95 fit testing, also provides evaluation and follow-up for exposures to blood and body fluids.

**Human Resource Representative** refers to the HR resource or Designated Employer Representative (DER) that supports an Advocate Aurora site based upon established protocol, which may be located on site, off-site or through a Team Member Relations Resource Center.

**Medical Review Officer (MRO)** is a licensed physician authorized to practice who is responsible for receiving laboratory results generated by an employer's drug and alcohol screening program, and who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, medical history, and other relevant biomedical information.

#### **IV. POLICY**

In compliance with the Drug Free Workplace Act of 1988, Advocate Aurora prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances on all Advocate Aurora Property. This policy describes the procedure if a team member violates this policy. Compliance with the terms of this policy is a condition of employment.

Advocate Aurora recognizes that substance abuse can be a progressive, chronic condition that can cause adverse effects on both a team member's quality of life and job performance. Advocate Aurora strongly encourages team members who suspect they may have a problem with substances to voluntarily seek assistance from the Advocate Aurora's Employee Assistance Program (EAP). Advocate Aurora's Leave of Absence, PTO and Short-term Disability programs are available for potential use in accordance with the provisions of each policy/program.

Team members who are identified as violating this policy by presenting to work under the influence of drugs and/or alcohol, as well as present with reasonable suspicion of these influences, will be required to receive drug and alcohol screening. Refusal to participate in screening will result in termination. If screening results are positive, a decision to give a Last Chance Agreement or termination will be determined by the manager and HR. Participating in a Last Chance Agreement and Fitness for Duty EAP referral does not prevent reporting to appropriate state licensing boards and regulatory agencies or credentialing bodies, limit the enforcement of this policy or prevent a team member from being subject to corrective action, up to and including involuntary separation of employment.

## **V. PROCEDURE**

### **A. Post Job Offer Drug Screening**

1. As a condition of employment, Advocate Aurora Health requires all candidates who are offered employment to consent to and fully cooperate with the substance screening process, as well as successfully pass a substance screening prior to their start date.

### **B. Suspension due to Drug/Alcohol Screening**

1. Upon completion of the drug and alcohol screening the team member will be suspended pending the receipt of the screening results. Likewise, a team member who refuses to submit to drug and alcohol screening will be suspended pending a final review and determination of his/her employment status.

### **C. Use of Prescription Medications**

1. Team members have an obligation to report to their immediate leader if they are experiencing, or they anticipate that they may experience, any adverse effect on his/her ability to safely perform the duties of their job due to prescribed or non-prescribed substances.
2. It is the expectation that team members will report to work fit for duty. If a team member is prescribed a medication(s) (including medical marijuana) he/she has a responsibility to consult with his/her physician or treating clinician about the medication's potential effect on his/her fitness for duty, his/her ability to work safely, and any potential work restrictions that he/she may require. Any work restrictions that may threaten someone's safety must be promptly disclosed to the team member's Employee Health representative. Advocate Aurora will not allow a team member to perform his/her job duties while taking medications that are adversely affecting a team member's ability to safely perform the essential functions of his/her job duties, with or without accommodations.

### **D. Reasonable Suspicion Drug & Alcohol Screening**

1. Upon reasonable suspicion, Advocate Aurora reserves the right to require a team member to undergo drug and/or alcohol screening to determine the presence of alcohol and/or drugs. Factors that support reasonable suspicion may include, but are not limited to:
  - a) Observable unusual physical or mental behavior, and/or inability to concentrate.

- b) Unsatisfactory job performance when combined with behavior that deviates from a team member's typical behavior.
  - c) Excessive or patterned absenteeism, tardiness, or disappearances from the team member's work area, and/or sleeping on the job.
  - d) Exhibiting behavior normally associated with persons under the influence of alcohol or drugs. Examples include odors (smell of alcohol/cannabis), movements (unsteady, fidgety, dizzy), eyes (dilated, constricted, watery, or involuntary eye movements), face (flushed, sweating, confused or blank look), speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts), emotions (argumentative, agitated, irritable, drowsy), actions (yawning, twitching), and inactions (sleeping, unconscious, no reaction to questions).
  - e) Involvement in an on-the-job accident or incident and/or where drug or alcohol impairment is reasonably suspected to be a contributing factor, particularly when an injury occurs to the team member or another.
  - f) Possession of drugs, alcohol or drug paraphernalia or when such are found in an area controlled or used by the team member, such as desks, lockers or other similar areas.
  - g) Complaints about suspicious drug or alcohol use by a team member which are received from patients, family members, visitors or co-workers.
  - h) Unusual or inappropriate drug documentation or other evidence of drug diversion, dilution, theft, sale, or consumption or other mishandling of drugs on Advocate Aurora Health premises.
  - i) Evidence that a team member has manufactured, sold, distributed, solicited, possessed, used, or transferred drugs while working or while on Advocate Aurora Health premise or while operating Advocate Aurora Health's vehicles, machinery, or equipment.
2. When reasonable suspicion is initially reported, including suspicion of drug diversion, the following process is to be followed:
- a) When a suspicion of drug and/or alcohol impairment is reported, the leader, or House Supervisor or equivalent (if after hours), will assess reasonable suspicion utilizing the assessment process, which may include Advocate Aurora's "Visual Observation Checklist." Reasonable suspicion must be documented and forwarded to Employee Health to be filed in the team member's Employee Health file. If reasonable suspicion is confirmed during business hours, Human Resources is to be notified. If it is confirmed after business hours or during off hours, the House Supervisor or equivalent on-call will notify Human Resources. It may be helpful to consult EAP during this process.

- b) The team member is to be monitored and escorted by the designated leader at all times until the screening process is completed following site protocol. During off-hours and for all sites that do not have an onsite designated screening area, arrangement should be made with an outside vendor to provide on-site screening.
- c) The team member will be required to sign a consent form agreeing or refusing to a drug and alcohol screening. If a team member refuses to submit to the screening, he/she will be given a copy of the refusal. He/she will also be verbally informed that the refusal to comply with drug and alcohol screening will subject him/her to involuntary separation of employment. Should a team member refuse to sign either of these forms, the leader and a witness will document the refusal on the form(s). The consent form must be forwarded to Employee Health to be filed in the team member's Employee Health file.
- d) After the drug and alcohol screening is completed, the TM is notified by the designated leader that they are suspended and cannot return to work until he/she is contacted by HR.
- e) Arrangements will be made for the team member's transportation home, either through a family member, friend, or by paid transportation. If a team member refuses transportation assistance, and is determined to drive home, he/she will be informed that law enforcement will be notified of possible impairment.
- f) All drug and alcohol screening results, as well as the consent to test form and reasonable suspicion documentation, must be filed in the team member's Employee Health file.

## **E. Negative Screening Results**

1. Negative screening results typically indicate that the team member has neither alcohol, illegal drugs nor an abusive level of prescribed drugs in his/her system.
2. The Human Resource representative will notify the team member of the negative results.
3. Negative screening results do not preclude the team member from being subject to corrective action due to unacceptable work performance and/or behavior associated with the incident.
4. A team member who has a negative screening and qualifies for a Medical Fitness for Duty referral may be referred to EH/OH. The Human Resource representative will notify the team member if a Fitness for Duty referral to EH/OH is required before the team member is returned to work.

5. A team member's loss of scheduled work time will be paid upon receipt of a negative result.

**F. Negative Screening Results with Safety Concerns for Prescription Medication(s)**

1. If the screening results are negative due to a team member showing proof of a prescription(s) and there is reasonable belief that use of a prescribed drug(s) may threaten individuals' safety or ability to perform the duties of the job safely, or if the drug screening results are negative but with safety concerns, he/she is required to comply with the following:
  - a) A Fitness for Duty referral to EH/OH and/or EAP referral may occur and will be determined on a case by case basis. Team members who receive a Fitness for Duty referral must comply with the referral process or risk separation.
  - b) A Human Resource representative will notify the team member of the screening results and if a Fitness for Duty referral to EH/OH and/or EAP will occur before the team member is returned to work.
  - c) If a referral to EH/OH is required, a team member will be suspended and will require a return to work authorization from the team member's treating physician(s) and/or other evaluator(s), verifying that the team member's medication regimen has been reviewed and that the team member is cleared to return to work and is capable of safely performing the duties of his/her job, either with or without accommodations.
  - d) If a referral to EAP is required, a team member will be suspended until he/she is released back to work.
  - e) A team member's loss of scheduled work time due to suspension will be paid when there is a negative with safety concerns screening result for prescription medication usage and during the assessment process period. If a team member is not released back to work and is found to be unfit for duty, the team member may apply for Disability benefits or a Leave of Absence. HR, EAP, EH/OH and the team member's leader will work in collaboration to determine if or when the team member is eligible to return to work.



## **G. Positive Screening Results**

1. Positive screening results indicate that the team member has an alcohol level, illegal drugs, or an abusive level of prescription drugs in his/her system as determined by the MRO.
2. Team members who have positive screening results are subject to corrective action, up to and including involuntary separation of employment. Each situation will be assessed on a case-by-case basis taking into account the specific circumstances of each situation, including the level of impairment and its associated risks, the team member's performance review and corrective action history, and length of service. After assessing the situation, the team member's leader and site Human Resource representative will either recommend involuntary separation of employment or offer the option of continued employment under a Last Chance Agreement. The Human Resource representative will notify the team member of the decision to terminate or offer the Last Chance Agreement. All recommendations require the review and approval of a Vice President of Human Resources.
3. If the decision is to offer the team member continued employment, and the team member accepts, he/she is required to comply with the following:
  - a) Sign the Last Chance Agreement which requires compliance with the Last Chance Agreement's terms for the duration of two (2) years.
  - b) Agree to contact the Advocate Aurora EAP within two (2) business days.
  - c) Complete the initial EAP assessment and referral process.
  - d) Agree to and fully cooperate with the EAP's recommendations and process.
  - e) Fully cooperate with Advocate Aurora's random drug and/or alcohol screening program, which requires the team member to submit to random alcohol and drug screenings during the time period of the Last Chance Agreement. Random drug and/or alcohol random screening will be managed by EH/OH.
4. A team member will not be allowed to report back to work until he/she has been cleared as being able to safely perform his/her job duties.
5. Advocate Aurora will report team members to state licensing boards, regulatory agencies or credentialing bodies as required by state law.
6. A team member's loss of scheduled work will be unpaid unless they meet the eligibility requirements for the use of short-term disability or other benefit eligibility.

## **H. Contesting Discipline, Last Chance Agreement Offers, and Termination with Cannabis Use**

1. If Advocate Aurora elects to discipline, offer a Last Chance Agreement, or terminate a team member on the basis that the team member is under the influence or impaired by cannabis, Advocate Aurora will afford the team member a reasonable opportunity to contest the basis of the determination. A team member who is disciplined, offered a Last Chance Agreement or terminated on the basis that the team member is under the influence or impaired by cannabis may request that the determination be formally reviewed by submitting a written request, including any additional information not previously presented by the team member, by email to the team member's site HR representative within ten (10) calendar days from the team member's receipt of notice regarding the decision to discipline, offer a Last Chance Agreement or terminate the team member. HR will assess the request and the submitted information, and the appropriate Regional/System Business Line Vice President of Human Resources will render a binding decision. HR will notify the team member of the decision.

## **I. Random Drug Screening – Advocate Aurora Specialty Pharmacy**

1. As required within the standards of the Accreditation Commission for Health Care, team members working in an Advocate Aurora Specialty Pharmacy who have access to pharmaceuticals are subject to random drug screening.
2. At least one (1) Advocate Aurora Specialty Pharmacy team member, selected at random, will be tested annually.

## **J. Drug Diversion**

1. A thorough investigation will be conducted and documented involving the leader, Human Resources, Pharmacy and other departments as appropriate. Key areas of focus include drug dispensing, utilization, wastage and patient records. Patient records are to only be identified by medical record number in the final investigation report.
2. If diversion of drugs is suspected, drug screening may be conducted.
3. The findings of the investigation will be assessed and addressed on a case-by-case basis in a manner similar to Section V. (G.) - Positive Screening Results.
4. If the investigation determines diversion occurred, this will be reported to local, state, and/or federal authorities as required by law.

## **K. Involuntary Separation of Employment and Reporting**

1. A team member who refuses a drug and/or alcohol screening or refuses a required Drug and Alcohol referral to the EAP, or fails to participate in and comply with the EAP's recommendations pursuant to a required Drug and Alcohol EAP referral, will be involuntarily separated from employment.
2. Involuntary separations of employment under this policy are not eligible for review under Advocate Aurora's Conflict Resolution policy.
3. A positive alcohol or drug screening result for any licensed, certified, and registered professional under this policy will result in reporting to the appropriate state regulatory agency as required by their licensure and state law. The reporting of nurses will be the responsibility of the site Chief Nursing Officer or their equivalent. For other professions, the responsibility of reporting should be determined by their leaders.
4. As required by the Drug Free Workplace Act of 1988, a team member must report to his/her Human Resource representative as soon as possible, but no less than three (3) working days, if he/she is charged with or has been convicted of (or pled no contest to) any violations under a criminal drug statute involving a controlled or illegal substance. All criminal drug statute convictions arising out of behavior occurring in the workplace will be reported to an agency providing federal grants, if applicable, within ten (10) days of receiving notice of the conviction.

## **L. Confidentiality and Record Storage**

1. Information and records relating to drug and alcohol screening results, drug diversion, consent to screening, documentation of reasonable suspicion, the Last Chance Agreement, and medical information provided to the Medical Review Officer (MRO) will be kept confidential to the extent required by law and maintained in the team member's Employee Health file separate from the team member's HR file.
2. Information and records may be disclosed on a need-to-know basis, or where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of a team member or applicant.

## **VI. CROSS REFERENCES**

Advocate Aurora Corrective Action Policy  
Advocate Aurora Conflict Resolution Policy  
Employee Assistance Program Policy  
Separation of Employment Policy

Post Offer Drug Testing Policy

**VII. RESOURCES AND REFERENCES**

Not Applicable

**VIII. ATTACHMENTS**

[AAH Maintaining a Drug and Alcohol-Free Workplace Attachment A: Visual Observation Checklist](#)

[AAH Maintaining a Drug and Alcohol-Free Workplace Attachment B: Consent to Drug and Alcohol Screening Form](#)

[AAH Maintaining a Drug and Alcohol- Free Workplace Attachment C: Fitness for Duty Referral Form](#)

[AAH Maintaining a Drug and Alcohol-Free Workplace Attachment D: Fitness for Duty Referral - Letter to Team Member](#)

[AAH Maintaining a Drug and Alcohol-Free Workplace Attachment E: Last Chance Agreement Form](#)

# AdvocateAuroraHealth

<b>Title:</b> AAH Psychological and Medical Fitness for Duty		<b>Document Number:</b> 2585
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 03/08/2021
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 03/08/2023
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<b>Scope:</b> <input checked="" type="checkbox"/> AAH System <input type="checkbox"/> ACH <input type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

To provide and maintain a safe and healthy work environment that aligns with Advocate Aurora's values of Excellence, Compassion and Respect, and to promote the health and welfare of team members, patients, and visitors.

## II. SCOPE

This policy applies to all Advocate Aurora Health, Inc., and any entity owned and/or controlled by Advocate Aurora Health, Inc. (collectively, "Advocate Aurora").

## III. DEFINITIONS/ABBREVIATIONS

**Advocate Aurora Employee Assistance Program (EAP)** refers to the Advocate Aurora employer sponsored team member assistance program that offers a broad range of confidential services, including services that support team members in addressing behavioral problems.

**Advocate Aurora Employee Health (EH)** provides occupationally related health services to Advocate Aurora team members, credentialed providers and volunteers including, but not limited to, post-offer physicals, worker's compensation injury management, vaccines, tuberculosis (TB) skin tests and N95 fit testing, also provides evaluation and follow-up for exposures to blood and body fluids.

**Advocate Aurora Values** refers to Excellence, Compassion and Respect, and the behaviors that align with and support these values.

**Medical Condition** includes both psychological and physical medical conditions.

**Fitness for Duty Referral** is a mandatory referral to the EAP and /or EH that a team member is required to comply with as a condition of his/her continued Advocate Aurora employment.

**External Fitness for Duty Assessment** refers to a specialized assessment that is not provided by team member's healthcare providers.

**Threat** refers to any expressed or implied intent to inflict physical harm and/or actions that a reasonable person could perceive as leading to physical danger or harm. Threats may also present in either telephone, written or electronic formats.

**Human Resource (HR) Representative** refers to the HR staff that supports an Advocate Aurora site based upon established protocol, which may be located on-site, off-site or through a Team Member Relations Resource Center.

#### **IV. POLICY**

It is the expectation of Advocate Aurora that all team members perform their job duties in a competent, efficient and safe manner, utilizing sound judgement and coordination of skills, ensuring that the safety of patients, visitors and other team members are not jeopardized.

##### **A. Behavior Expectations**

1. It is the expectation that all team members demonstrate behaviors that align with and support Advocate Aurora Values, and that fully comply with all Advocate Aurora work expectations and/or rules. Advocate Aurora's EAP is a resource that may be utilized as a service in assisting team members in meeting Advocate Aurora's behavioral expectations.
2. Where appropriate, leaders should promote the utilization of Advocate Aurora's EAP self-referral services and encourage and assist a team member in voluntarily seeking assistance to address potential psychological health issues and needs.
3. Team members are not entitled to Fitness for Duty EAP referrals as an alternative to corrective action. The decision to make EAP referrals is entirely within Advocate Aurora's discretion, and Advocate Aurora may respond to misconduct by issuing corrective action without making an EAP referral or in addition to making an EAP referral. Regardless of whether a team member participates in the services and programs of the EAP, Advocate Aurora maintains the right to enforce its policies and/or issue appropriate corrective action up to and including termination.

#### **V. PROCEDURE**

##### **A. Making a Fitness for Duty Referral**

1. Consult with HR Representative

Before a Fitness for Duty referral can be made by a leader and HR, there must be reasonable belief based on objective evidence that (1) the team member's ability to perform essential job functions is impaired due to a psychological and/or medical condition; and/or (2) a team member does pose a direct threat due to a psychological and/or medical condition. Such objective evidence must be known by a leader and HR before the Fitness for Duty referral is made. While some objective evidence is necessary, a team member does not have to demonstrate violent behavior or injure someone in order to qualify for a Fitness for Duty referral.

If a leader determines that a Fitness for Duty referral may be warranted, the leader shall consult with the Human Resources (HR) representative to review and discuss the following:

- a) circumstances that have raised questions about the team member's ability to perform essential job functions or concerns that the team member poses a threat; and
- b) knowledge of or reliable information from a credible third party that the team member has (i) psychological and/or medical condition/s that does impair the team member's ability to perform essential job functions or cause the team member to pose a direct threat or (ii) symptom(s) indicating a psychological and/or medical condition that does impair the team member's ability to perform essential job functions or cause the team member to pose a threat.

## 2. Consult with an EAP and/or EH Representative

The leader and HR representative will consult with an EAP and/or EH representative to confirm that reasonable belief based on objective evidence exists that (1) the team member's ability to perform essential job functions is impaired by a psychological and/or medical condition, or (2) a team member does pose a direct threat due to a psychological and/or medical condition. If the team member meets the criteria for a Fitness for Duty referral the leader will document the reason on the referral form. If the team member's fitness for duty concerns are believed to be based on psychological condition/s, the team member will be referred to the EAP. If fitness for duty concerns are believed to be based on medical condition/s, the team member will be referred to Employee Health (EH). If the fitness for duty concerns are based on both psychological and medical conditions, the EAP will address the psychological concerns, and EH will address the medical concerns. If the fitness for duty concerns are due to use of prescription drugs, the team member may be referred to EH.

## 3. The Fitness for Duty Process for Suicidal Concerns

When significant suicidal concerns or risks occur, the fitness for duty process differs in the following ways: there may or may not be significant work performance issues; when leaders become aware of a suicidal concern or risk, they should consult immediately with the EAP to address the next steps; HR should be notified but does not need to approve the referral; and the fitness for duty form will be given to team member after the suicide evaluation occurs.

## **B. During a Fitness for Duty Referral**

1. The leader will meet with the team member to review and discuss the circumstances that have raised questions about the team member's ability to perform essential job functions and/or concerns about the team member posing a threat. The leader will inform the team member that he/she is removed from the work schedule with pay and is being required to contact Advocate Aurora's EAP or EH for a Fitness for Duty referral. The leader is to provide the team member with the necessary information to access the EAP and/or EH and inform the team member that he/she must contact them within two (2) business days, unless otherwise indicated.
2. The leader will document the reason for the referral on the Fitness for Duty Referral Form. The Fitness for Duty Referral Form must be sent to EAP or EH and a copy must be given to the team member.
3. Team members are required to cooperate, and fully comply with the Fitness for Duty referral process. This requirement also includes cooperation with the monitoring of the team members' compliance with assessment and treatment recommendations.
4. Generally, the EAP and/or EH Representative will meet with the team member for an initial assessment. The EAP and/or EH Representative may recommend an appropriate level of additional assessments, treatment, or other services, as needed.
5. The team member will be required to sign a release of information allowing the EAP and/or EH Representative to communicate with the team member's providers.
6. EAP and EH Representative will notify HR and team member's leader(s) when the team member can return to work, perform the essential functions of his/her job, and is not a threat to self and/or others.

## **C. Refusal or Failure to Comply with EAP and or EH Referral or Recommendations**

A team member who refuses to comply with a Fitness for Duty referral, refuses and/or fails to comply with the EAP's and/or EH recommendations, or who fails to fully cooperate with the referral process, will be involuntarily separated from Advocate Aurora employment.



## **D. Confidentiality**

1. All actions taken under this policy will maintain the confidentiality of the team member. Medical information obtained during a Fitness for Duty referral should be treated as confidential medical record except that leaders and HR may receive information necessary to determine whether the team member can perform the essential job functions without posing a direct threat. The medical information must be kept in a file separate from the team member's personnel file.
2. All state and federal reporting requirements will be met under this policy.

## **E. Removal from Work Schedule and Return to Work**

When a Fitness for Duty referral is made, the team member will be immediately removed from the work schedule with pay until the team member completes his/her assessment process. If a team member is not released back to work, the team member may apply for Disability Benefits or a Leave of Absence. HR, EAP, EH and the team member's leader will work in collaboration to determine if or when the team member is eligible to return to work.

## **V. CROSS REFERENCES**

- A. AAH Maintaining A Drug and Alcohol-Free Workplace
- B. AAH Corrective Action Policy
- C. AAH Harassment Policy
- D. AAH Employee Assistance Program Policy
- E. AAH Workplace Violence Policy
- F. AAH Separation of Employment Policy
- G. AAH Drug Diversion Prevention and Controlled Substance Management

## **VI. RESOURCES AND REFERENCES**

Not Applicable

## **VII. ATTACHMENTS**

- A. AAH Psychological Fitness for Duty Referral Form
- B. AAH Employee Health Medical Fitness for Duty Referral Form

# AdvocateAuroraHealth

<b>Title:</b> Accommodations for Disabilities - GME (IL Only)		<b>Document Number:</b> 7002
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of this policy and procedure is to express Advocate Aurora Health's (AAH) commitment to providing reasonable accommodations to Residents and Fellows with disabilities.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc. Illinois Residents and Fellows.

## III. DEFINITIONS/ABBREVIATIONS

**Fellow:** An individual enrolled in an accredited Fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Human Resource Representative** refers to the HR resource or Designated Employer Representative (DER) that supports an AAH site based upon established protocol, which may be located on site, off-site or through a Team Member Relations Resource Center.

**Program director:** The individual designated with authority and accountability for the operation of a residency/fellowship program.

**Resident:** an individual enrolled in an accredited residency program.

## IV. POLICY

AAH is committed to assisting Residents and Fellows in realizing their full vocational potential and to providing applicants and team members with reasonable accommodations in accordance with the Americans with Disabilities Act.

## V. PROCEDURE

## **PROCEDURE FOR APPLICANTS**

AAH makes reasonable accommodations for applicants who are entitled to accommodation by federal or state law and who are qualified for an open position (based on their education, training, experience, skills, licenses and other applicable job-related criteria). Due to the need to expedite the response to a request for an accommodation by an applicant, such requests do not follow the below procedure but rather are addressed by the recruiter in consultation with the Reasonable Accommodation Committee (RAC).

## **PROCEDURE FOR ASSOCIATES REGARDING REASONABLE ACCOMMODATION**

- A. When a Resident or Fellow tells their Program Director that an accommodation is needed, the Program Director notifies the Manager of Medical Education and instructs the Resident or Fellow to request the accommodation by calling HR Direct at (847) 685-1447.
- B. Requests for accommodation made to HR Direct are then sent to the RAC for handling.
- C. Upon receipt of a request for a reasonable accommodation, a RAC representative reviews all available information relative to the case and determines if additional information is needed. The RAC representative may gather additional medical and vocational information as appropriate. The RAC representative may also perform a job site analysis to review the essential functions of the job. If the Resident or Fellow is eligible for an accommodation under applicable law and if a reasonable accommodation can be easily identified, the RAC representative works with the Resident/Fellow, the Manager of Medical Education, the Program Director and HR to implement the reasonable accommodation.
- D. If reasonable accommodation cannot be easily identified and implemented, then a formal meeting of the RAC is convened. The following issues are reviewed at the RAC meeting:
  1. Nature of the physical or mental impairment or condition forming the basis for the request;
  2. Appropriateness of requested accommodations, based on the medical certification;
  3. Whether a reasonable accommodation enables the Resident/Fellow to perform their essential job functions and, if so, what the accommodations would be; and
  4. If accommodations cannot be made, why they cannot be made and what other services may be available to the associate.

The RAC, in consultation with the Resident/Fellows, makes the final decision as to whether an accommodation can be provided and, if so, the nature of the

accommodation in accordance with applicable federal and state law and informs the associate of the RAC's determination.

## **ILLINOIS PREGNANCY FAIRNESS LAW**

AAH complies with the Illinois Pregnancy Fairness Law and provides accommodations to applicants and employees who are pregnant, recovering from childbirth or who have a medical or common condition related to pregnancy. AAH does not discriminate against applicants or associates on account of their pregnancy and does not retaliate against applicants or associates for requesting accommodations under the law. AAH does not require an applicant or associate to accept an accommodation when the applicant or employee did not request an accommodation and the applicant or associate chooses not to accept AAH's accommodation. Applicants in need of an accommodation to perform the job for which they are applying should notify the recruiter. Associates in need of an accommodation should call HR Direct at (847) 685-1447.

## **VI. CROSS REFERENCES**

Not applicable

## **VII. RESOURCES AND REFERENCES**

A. Accreditation Council for Graduate Medical Education Institutional Requirements, IV.I.4. ([www.acgme.org](http://www.acgme.org))

## **VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> AAH Harassment		<b>Document Number:</b> 2520
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 09/20/2019
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 09/20/2021  <b>Effective Date:</b> 10/01/2019
<b>Scope:</b> <input checked="" type="checkbox"/> AAH System <input type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name):  <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

Advocate Aurora Health is committed to maintaining a work place free from intimidation and harassment.

## II. SCOPE

This policy applies to all Advocate Aurora Health, Inc. and any entity owned and/or controlled by Advocate Aurora Health, Inc. (collectively, "Advocate Aurora").

## III. DEFINITIONS/ABBREVIATIONS

**Harassment** in general includes any unwelcomed conduct that can be verbal, nonverbal, physical and/or visual based on race, color, religion, sex (including pregnancy), gender/gender identity, national origin, age (40 or older), physical or mental disability or genetic information.

**Sexual Harassment** is conduct that specifically involves unwelcomed sexual advances or any conduct of a sexual nature which substantially interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

**Intimidating, Hostile or Offensive Work Environment** refers to intimidating, abusive and/or otherwise offensive conduct and/or speech, going beyond rudeness or casual joking, that is intentional, severe, recurring and/or pervasive that interferes with a team member's ability to perform his/her job.

**Retaliation** is defined as any adverse action taken, either overtly or covertly, against a team member because he/she exercised his/her rights under law, spoke out against discrimination or harassment, assisted another team member in

exercising his/her rights, or for participating in an investigation of unwelcomed conduct.

**Consensual Close Personal Relationships** refers to relationships between Advocate Aurora team members (including romantic, dating and/or sexual relationships) involving either a team member and his/her indirect or direct supervisor, or two team members whose job responsibilities require that they routinely interact in the performance of their job duties.

**HR Representative** refers to the HR resource that supports an Advocate Aurora site based upon established protocol, which may be located on-site, off-site or through the Advocate Aurora Team Member Relations Center (“AARC”).

#### **IV. POLICY**

##### **A. Advocate Aurora’s Behavioral Expectations**

It is the expectation that all team members are fully committed to, and demonstrate, Advocate Aurora’s values of Excellence, Compassion and Respect. Behaviors that reflect intimidation or harassment, or behaviors that create a hostile or offensive work environment will not be tolerated by Advocate Aurora. This applies whether in the workplace, at work assignments outside of the work place, or at Advocate Aurora-sponsored social functions and/or events. This policy may also apply outside of work when such behaviors are directed at team members, patients, physicians or anyone that Advocate Aurora conducts business with, as it relates to inappropriate emails or social media postings, or other forms of communication.

##### **1. Policy Applies To All Sources of Prohibited Behaviors**

This policy prohibits and addresses all sources of intimidation or harassment, or behaviors that create a hostile or offensive work environment, whether the source involves team members, members of leadership, patients, family members or visitors, physicians, volunteers, contractors or vendors, or anyone who a team member may encounter during the course of his/her Advocate Aurora employment.

##### **2. Unlawful Discrimination - Unwelcomed Conduct**

Advocate Aurora is committed to providing a work environment that is free of unlawful discrimination. This policy prohibits any unwelcomed conduct that is based on an individual’s race, creed, color, religion, sex (including pregnancy, childbirth, and medical conditions related to pregnancy, childbirth, or breastfeeding), sex stereotyping, a person’s appearance or behavior, gender roles, gender expressions or gender

identity (including assumptions), national origins, age, disability, ancestry, medical condition, marital status, political party affiliation, military or veteran status, citizenship status, sexual orientation, genetic information, or any other protected status of an individual or that individual's family or relatives. Advocate Aurora interprets these protected statuses broadly to include both the actual status, as well as perceptions and assumptions made regarding these statuses. Advocate Aurora will not tolerate any form of discrimination or harassment, regardless of whether the behavior rises to the level of a legal violation.

### **3. Sexual Harassment**

Sexual harassment will not be tolerated, whether the individual engaged in the harassing behavior and the individual being harassed are of the same or different gender. It is the expectation that team members will maintain an awareness of, and respect for, the personal and professional boundaries of other team members. The following are examples of verbal, nonverbal, visual or physical behaviors that constitute sexual harassment, which are not meant to be all-inclusive:

- a) Offensive sex-oriented verbal kidding, teasing or jokes.
- b) Repeated unwanted sexual flirtations, advances or propositions.
- c) Verbal abuse of a sexual nature.
- d) Graphic or degrading comments about an individual's appearance or sexual activity.
- e) Offensive visual conduct, including leering, making sexual gestures, the display of offensive sexually suggestive objects, pictures, cartoons or posters.
- f) Unwelcomed pressure for sexual activity.
- g) Offensive, suggestive or obscene letters, emails, texts, notes or invitations.
- h) Offensive physical contact, such as patting, grabbing, pinching, or intentional brushing against another's body.

### **B. Advocate Aurora's Commitment To Address Intimidation, Harassment & Hostile or Offensive Work Environment Behaviors**

Advocate Aurora takes all allegations of harassment, intimidation, or hostile work environment very seriously and is fully committed to initiating a thorough and timely investigation, and will take all reasonable steps to prevent the continuation of such behaviors during the investigation and

resolution process. Advocate Aurora is further committed to taking appropriate corrective actions when allegations of harassment, intimidation, or hostile work environment are substantiated.

### **C. Retaliation**

Advocate Aurora will not tolerate any form of retaliation, either overt or covert, against a team member for having reported inappropriate behaviors; for having participated in an investigation of inappropriate behaviors; for filing an administrative claim with the EEOC or a state government agency, for participating in a government agency investigation; or for assisting others to exercise their right to bring concerns forward.

### **D. Consensual Close Personal Relationships at Work**

While Advocate Aurora does not seek to interfere with the private off-duty conduct of its team members, consensual close personal relationships (including romantic, dating and/or sexual relationships) between a leader (any individual having authoritative influence over the terms and conditions of a team member's employment) and a team member they supervise, or between two team members working in the same area, may interfere with the effective performance of a team member's job duties.

#### **1. Leader/Team Member Consensual Close Personal Relationships**

- a) The existence of consensual close personal relationships between a leader and a team member that he/she indirectly or directly supervises creates a situation that has the potential to evolve into allegations of sexual harassment. Such relationships can also create a conflict of interest. These conflicts include: 1) workplace distractions; 2) misunderstandings; 3) perceptions of favoritism; and 4) a potential breach of confidentiality. Therefore, consistent with Advocate Aurora's values and commitment to prohibit harassment, Advocate Aurora will not condone the existence of these relationships.
- b) Leaders who engage in a consensual close personal relationship with a team member that he/she indirectly or directly supervises are required to self-disclose the relationship to his/her leader and HR representative. The leader who is engaged in the relationship will be provided a reasonable period of time, not to exceed ninety (90) days, within which to obtain a job transfer, unless the team member voluntarily elects to transfer to a position that does not report to the leader. The leaders HR representative will make reasonable efforts to assist the leader in Advocate Aurora's competitive job transfer process. If a job transfer is not



successful, the leader may voluntarily resign his/her employment, or be involuntarily terminated.

## **2. Team Member/Team Member Consensual Close Personal Relationships**

- a) Team members, including physicians, whose job responsibilities require that they routinely interact with each other in the course of their work, who engage in a consensual close personal relationship are required to self-disclose their relationship to their leader(s) and HR representative. The team member's leader(s) and HR representative will conduct a risk assessment, and will subsequently meet individually with each team member to: 1) confirm that the relationship is consensual; 2) review and discuss the potential risks and/or distractions; 3) ensure that work performance expectations are clearly understood; 4) discuss consequences should the relationship cause work performance issues and/or interfere with a department's efficient and harmonious operations; and 5) provide and review a copy of Advocate Aurora's Harassment policy.
- b) Should it be determined, either through the initial risk assessment, or as the result of an identified failure of either team member to meet his/her work performance expectations and/or the relationship negatively impacts department operations, job transfer may be required.

## **3. Married Team Members**

- a) Situations involving team members who are married are addressed under Advocate Aurora's Recruitment & Transfer policy (Hiring and Transferring of Relatives).

# **V. PROCEDURE**

## **A. Shared Responsibility**

Advocate Aurora takes all allegations of harassment, intimidation, or hostile work environment seriously, and it is the expectation that Advocate Aurora's policy will be thoroughly followed in a timely manner through a collaborative partnership between the leader and HR representative. A team member who directly experiences and/or observes such behaviors is expected to report the behaviors to his/her leader, another representative of leadership, their HR representative, or the Advocate Aurora Compliance Hotline.

## **B. Team Member Response To Unwelcomed Conduct**

If a team member does not feel in danger and is comfortable in doing so, it is recommended that he/she first speak to the person who has engaged in the inappropriate behavior and clearly state that the person's conduct is not appreciated, and ask that he/she refrain from any continuation of such behaviors. If the inappropriate behavior does not stop, or a team member is not satisfied with the offender's response, or if a team member is not comfortable speaking to the offender, the team member is encouraged to immediately notify their leader, another member of leadership, or their HR representative. It is important that team members notify leadership as soon as possible, as leadership cannot responsibly act to remedy the situation if it has no knowledge of its existence. The site HR representative should be immediately notified whenever a leader receives a complaint.

### **C. Investigation – Proactive Measures**

1. The complainant's leader and HR representative will assess the situation to determine what reasonable steps, if any, may need to be implemented to ensure that harassment, intimidation or other conduct that is prohibited within this policy does not reoccur and/or result in retaliation. These steps may include a temporary adjustment to work schedules or assigned work areas, or at the complainant's request, a temporary or permanent job reassignment, or suspension of the accused until such time as the investigation is completed. If the offender is not employed by Advocate Aurora, appropriate steps will be taken to ensure that the offender does not have contact with the complainant.
2. Advocate Aurora will fully investigate all complaints of harassment and conduct prohibited within this policy in a timely manner. The investigation generally includes an initially investigatory interview with the complainant, followed by interviews with identified witnesses, and then the accused.
3. The HR representative must promptly notify his/her regional Vice President of HR and/or others as required, based on the reporting protocols established within a site, market or region. Leaders and HR representatives will be held accountable for ensuring that investigations are completed, and the finding appropriately reported, in a timely manner.

### **D. Allegations Substantiated – Corrective Action**

1. Any team member, including individuals who are in leadership positions, who have been found to have engaged in harassment, intimidation, or behaviors that create a hostile work environment,

or who retaliates against a team member because the team member reported the inappropriate conduct, participated in an investigation of alleged inappropriate conduct, or helped others exercise their right to complain is subject to corrective action, up to and including termination.

2. Offenders are subject to potential job reassignment based on the circumstances of the situation.
3. Advocate Aurora may take corrective action for any inappropriate conduct discovered through the investigation, whether or not the conduct is found to be a violation of law, or a violation of this policy.
4. If the offender is not employed by Advocate Aurora, every reasonable step will be taken to appropriately address and correct the situation.
5. The HR representative will formally communicate in writing to the complainant informing him/her that the investigation has been completed; the allegations were found to be substantiated; and that appropriate actions have been taken to address the offender. The specific actions taken will be kept confidential to the extent possible.
6. Team members receiving corrective action under this policy, including termination, are exempt from the utilization of Advocate Aurora's Conflict Resolution Program, but may appeal the decision to the regional Vice President of Human Resources.

#### **E. Allegations Unsubstantiated**

1. The HR representative will formally communicate in writing to the accused that the investigation has been concluded and that the findings did not support and/or substantiate the complainant's allegations, and as a cautionary measure, the accused will be provided with a copy of Advocate Aurora's Harassment policy, which is to be reviewed and discussed with the accused.
2. The HR representative will formally communicate in writing to the complainant informing him/her that the investigation findings did not support and/or substantiate the allegations; however, Advocate Aurora's Harassment policy was reviewed and discussed with the alleged offender, including the potential consequences had the allegations been substantiated.

3. Investigation findings that do not support and/or substantiate the complainant's allegations are not in and of itself to be interpreted as a false complaint. A complaint that is made in good faith that cannot be verified, or where honest differences of opinion as to the circumstances that gave rise to the complaint, can reasonably occur.
4. Willfully and knowingly making a malicious false accusation against another team member is considered a serious offense, which subjects a team member to corrective action, up to and including termination.

## **F. Confidentiality**

Advocate Aurora will attempt to preserve confidentiality during the investigatory and corrective action process to the extent possible, while ensuring that Advocate Aurora meets its obligations to fully address all allegations of harassment, intimidation or other conduct prohibited in this policy, as well as in meeting Advocate Aurora's obligation to conduct a thorough, fair and unbiased investigation, or as may be necessary to disclose on a need-to-know basis, or where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of a team member.

## **VI. CROSS REFERENCES**

Corrective Action  
Equal Employment Opportunity  
Workplace Violence  
Affirmative Action Program

## **VII. RESOURCES AND REFERENCES**

Equal Employment Opportunity Commission (EEOC)  
Illinois Department of Human Rights (IDHR) or:  
<https://www2.illinois.gov/dhr/Publications/Documents/SH%20and%20DISCRIMINATION%20EMPLOYEE%20POSTER.pdf>  
Illinois Human Rights Commission (IHRC)  
Wisconsin Department of Workforce Development – Equal Rights Division (ERD)

**VIII. ATTACHMENTS**

Not Applicable

# AdvocateAuroraHealth

<b>Title:</b> Supervision of Residents/Fellows - GME (IL Only)		<b>Document Number:</b> 7005
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of the policy is to provide guidelines for the supervision of residents and fellows.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Designated Institutional Official (DIO):** The individual in a Sponsoring Institution who has the authority and responsibility for all of that institution’s ACGME-accredited programs

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**MedHub:** A Residency Management System where Residents and Fellows are able to review evaluations and rotations schedules, keep track of their educational

progress, enter work hours, and communicate with other residents, faculty members, and administrators.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. **POLICY**

Advocate Aurora Health – Advocate sponsored programs will provide a clinical learning and working environment that promotes appropriate supervision and progressive responsibility for residents and fellows.

Each residency program must have a written supervision policy that is uploaded into MedHub and readily available to residents and fellows for review.

#### V. **PROCEDURE**

A. The program director provides explicit written descriptions of lines of responsibility for the care of patients, which are made clear to all members of the teaching teams. Residents/fellows are given a clear means of identifying supervising physicians who share responsibility for patient care on each rotation. In outlining the lines of responsibility, the program director uses the following classifications of supervision:

1. **Direct Supervision:**

The supervising physician is physically present with the resident/fellow and patient.

2. **Indirect Supervision, with Direct Supervision immediately available:**

The supervising physician is physically within the hospital or other site of patient care and is immediately available to provide direct supervision.

3. **Indirect Supervision with Direct Supervision available:**

The supervising physician is not physically present within the hospital or other site of patient care but is immediately available to provide direct supervision.

4. **Oversight:**

The supervising physician is available to provide review of procedures/encounters with feedback provided after care is delivered.

- B. Supervision is structured to provide residents/fellows with progressively increasing responsibility commensurate with their level of education, ability, and attainment of specialty specific competencies and/or milestones. The program director, in conjunction with the program's faculty members, makes a determination on advancement of trainees to positions of higher responsibility and readiness for a supervisory role in patient care and conditional independence through assessment of competencies based on specific criteria (guided by national standards-based criteria when available).
- C. Faculty members functioning as supervising physicians assign portions of care to residents/fellows based on the needs of the patient and the skills of the resident/fellow. Based on these same criteria and in recognition of their progress toward independence, senior residents or fellows serve in a supervisory role of junior residents.
- D. Each program sets guidelines for circumstances and events in which residents/fellows communicate with appropriate supervising faculty members, such as after-hours clinic call, the transfer of a patient to an intensive care unit, taking a patient to surgery, or end-of-life decisions. Each resident/fellow knows the limits of their scope of authority and the circumstances under which they are permitted to act with conditional independence.
- E. Each program uses MedHub as the means for residents, faculty, nurses and other clinical staff to identify which procedures a resident is privileged to perform and under what level of supervision. MedHub Resident Privilege Report is accessed from the Advocate Online Top Applications page.
- F. Residents are assigned a faculty supervisor for each rotation or clinical experience (Inpatient or Outpatient). The faculty supervisor provides the program director a written evaluation of each resident's performance during the period that the resident/fellow was under direct supervision. The program director structures faculty supervision assignments of sufficient duration to assess the knowledge and skills of each resident/fellow and delegate the appropriate level of patient care authority and responsibility.

## **VI. CROSS REFERENCES**

Not applicable

## **VII. RESOURCES AND REFERENCES**

- A. Accreditation Council for Graduate Medical Education Institutional Requirements: IV.J.1. ([www.acgme.org](http://www.acgme.org))



- B. Accreditation Standards for Advanced Dental Education Program in Dental Anesthesiology: 2-11.b, 3-9 ([www.coda.ada.org](http://www.coda.ada.org))
- C. Accreditation Standards for Advanced Dental Education Program in General Practice Residency: 2-8.B, 3-4, 3-6 ([www.coda.ada.org](http://www.coda.ada.org))
- D. Standards and Requirements for Approval of Podiatric Residency Programs: 5.3, 6.1.B.6, 6.9 ([www.cpme.org](http://www.cpme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Clinical and Educational Work Hours - GME (IL Only)		<b>Document Number:</b> 7007
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of the policy is to ensure effective oversight of institutional and program level compliance with clinical and educational work hour requirements.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Clinical and Educational Work Hours:** All clinical and academic activities related to the program: patient care (inpatient and outpatient); administrative duties relative to patient care; the provision for transfer of patient care; time spent on in-house call; time spent on clinical work done from home; and other scheduled activities, such as conferences. These work hours do not include reading, studying, research done from home, and preparation for future cases.

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Moonlighting:** Voluntary, compensated, medically related work performed beyond a resident's or fellow's clinical experience and education and additional to the work required for successful completion of the program.

- **External Moonlighting:** Voluntary, compensated, medically related work performed outside the site where the resident or fellow is in training and any of its related participating sites.
- **Internal Moonlighting:** Voluntary, compensated, medical-related work performed within the site where the resident or fellows is in training or at any of its related participating sites.

**Resident:** An individual enrolled in an accredited residency program.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. POLICY

- A. Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all clinical and educational activities, clinical work done from home, and all moonlightings.
- B. The program must design an effective program structure that is configured to provide residents & fellows with educational opportunities, as well as reasonable opportunities for rest and personal well-being.
- C. Residents/fellows have eight (8) hours off between scheduled clinical work and educational periods.
- D. There can be circumstances when residents/fellows choose to stay to care for their patient or return to the hospital with fewer than eight (8) hours free of clinical experience and education. This must occur within the context of the 80-hour and the one-day-off-in-seven requirements.
- E. Residents/fellows must have at 14 hours free of clinical work and education after 24 hours of in-house call.

- F. Residents/fellows must be scheduled for a minimum of one (1) day in seven (7) free of clinical work and required education (when averaged over four (4) weeks). At home call cannot be assigned on these free days.
- G. The clinical and educational work periods for residents/fellows must not exceed 24 hours of continuous scheduled clinical assignments.
- H. Up to four (4) hours of additional time can be used for activities related to patient safety, such as providing effective transitions of care, and/or education. Additional patient care responsibilities must not be assigned to a resident/fellow during this time.
- I. In rare circumstances, after handing off all other responsibilities, a resident/fellow, on their own initiative, can elect to remain or return to the clinical site in the following circumstances:
  - 1. to continue to provide care to a single severely ill or unstable patient;
  - 2. humanistic attention to the needs of a patient or family; or,
  - 3. to attend unique educational events.
- J. These additional work hours of care or education will be counted toward the 80-hour weekly limit.

**V. PROCEDURE**

- A. Every sponsored program needs to monitor the reporting of work hours by each resident and fellow and respond to violations in preparation for each Graduate Medical Education Committee (GMEC).
- B. The GMEC monitors work hour logging and violations at each GMEC meeting to ensure compliance.

**VI. CROSS REFERENCES**

Not applicable

**VII. RESOURCES AND REFERENCES**

- A. Accreditation Council on Graduate Medical Education Institutional Requirements: IV.K ([www.acgme.org](http://www.acgme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Moonlighting - GME (IL Only)		<b>Document Number:</b> 6993
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of this policy and procedure is to establish guidance for residents and fellows who wish to moonlight.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**MedHub:** A Residency Management System where Residents and Fellows are able to review evaluations and rotations schedules, keep track of their educational progress, enter work hours, and communicate with other residents, faculty members, and administrators.

**Moonlighting:** Voluntary, compensated, medically related work performed beyond a resident's or fellow's clinical experience and education hours and additional to the work required for successful completion of the program.

- A. **External moonlighting:** Voluntary, compensated, medically related work performed outside the site where the resident or fellow is in training and any of its related participating sites.
- B. **Internal moonlighting:** Voluntary, compensated, medically related work performed within the site where the resident or fellow is in training or at any of its related participating sites.

**Program Director:** The individual designated with authority and accountability for the operation of a residency/fellowship program.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. **POLICY**

Every Advocate sponsored program must have a written program specific policy regarding moonlighting and criteria for approval to moonlight.

#### V. **PROCEDURE**

- A. Every program needs to have a copy of its current moonlighting policy uploaded into MedHub.
- B. No resident/fellow is required to moonlight.
- C. Residents/Fellows who choose to moonlight are required to have a permanent medical license and a person DEA license from the State in which they are moonlighting.
- D. PGY I residents are not permitted to moonlight except for Dental residents.

- E. Residents on a J-1 Visa may not moonlight.
- F. Every resident/fellow wishing to moonlight needs to have the prior written permission of the Program Director. Written permission is kept in the trainee file. Program Director permission is reviewed and approved annually.
- G. Failure to obtain permission to moonlight from the Program Director is grounds for discipline.
- H. Moonlighting hours need to be tracked by the program in MedHub and counted towards the 80-hour maximum weekly work hour limit.
- I. Program Directors need to monitor the performance of all residents/fellows and may prohibit moonlighting or withdraw approval at any time if the Program Director determines that such activity is interfering with the ability of the resident/fellow to achieve the goals and objectives of the program.
- J. Moonlighting that occurs within the AAH system requires a separate Certificate of Insurance (COI). Moonlighting is not covered under the COI issued for training program.

**VI. CROSS REFERENCES**

Not applicable

**VII. RESOURCES AND REFERENCES**

- A. Accreditation Council for Graduate Medical Education Institutional Requirements: IV.K.1. ([www.acgme.org](http://www.acgme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> AAH Vendor		<b>Document Number:</b> 2505
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 11/04/2019
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 11/04/2022
		<b>Effective Date:</b> 11/04/2019
<b>Scope:</b> <input checked="" type="checkbox"/> AAH System <input type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of this policy is to establish clear and consistent rules governing Vendor and Vendor Representative activities while conducting business with the Advocate Aurora Health Inc.

## II. SCOPE

This policy applies to Advocate Aurora Health Inc. (collectively “AAH”) and any entity or facility owned or controlled by Advocate Aurora Health Inc. This policy applies to all Vendor and Vendor Representative activities; provided, however, that the approach to applying certain portions of this policy may vary as stipulated in underlying contractual agreements or as stated elsewhere in this policy. Supply Chain (defined below) will serve as the arbitrator if any elements of this policy or its application are in dispute. This policy does not apply to the activities of private individuals, physicians, or companies that lease AAH property unless otherwise agreed upon between AAH and those individuals, physicians, or companies.

## III. DEFINITIONS/ABBREVIATIONS

**Supply Chain:** All departments, team members, and technologies involved in the sourcing, contracting, procurement of goods and services, logistical coordination of material, and inventory control functions required to sustain business operations and meet the needs of customers and patients.

**Vendor:** Any individual or entity doing business with AAH or soliciting business with AAH.

**Vendor Credentialing System:** AAH’s electronic vendor credentialing system.

**Vendor Representative:** Any employee, agent, or other representative of a Vendor.



## IV. POLICY

### A. Certification and Registration

1. All Vendors must be certified with Supply Chain prior to engaging in business activities (including, without limitation, promotional or informational activities) with AAH. To become a certified Vendor, please contact a Supply Chain Operation Manger.
2. In order to be registered, Vendor Representatives must meet all AAH screening requirements (background checks, documentation of tuberculosis testing, and any other requirements identified by AAH). AAH will communicate these requirements through its Vendor Credentialing System.

### B. Appointments

1. All Vendor Representatives visiting an AAH location for business activities must have a pre-scheduled appointment for such visit. Vendor Representatives are not permitted to enter an AAH location without a scheduled appointment.
2. Appointments may be scheduled in advance by telephone, email, or mail at the discretion of the department; however, Vendor Representatives are not allowed to visit the department or area to make an appointment.
3. If the AAH location contains a Vendor Credentialing System kiosk, the Vendor Representative must sign-in before the appointment and sign-out after the appointment at the kiosk. Vendor Representatives are only permitted to visit the individuals with whom the appointment has been scheduled – unscheduled “drop-in” visits are a violation of this policy.
4. Vendor Representatives must leave the AAH location promptly upon completion of the scheduled appointment.

### C. Identification

1. If AAH makes an identification badge available to a Vendor Representative (via AAH’s Vendor Credentialing System or otherwise), it must always be visibly worn while on AAH property.
2. If AAH does not make an identification badge available to a Vendor Representative, the Vendor must provide an identification badge to

its Vendor Representatives, and it must always be visibly worn while on AAH property.

D. Vendor Access to Patient Care Areas

1. Vendor Representatives are not allowed to access patient care areas unless specifically invited by AAH clinical staff for the following limited purposes:
  - a) To conduct in-servicing or training and education with respect to a new product; or
  - b) To provide technical consultation for complex procedures, as requested by AAH clinical staff or physicians.
2. In the limited circumstances permitted above, Vendor Representatives must meet the following requirements:
  - a) Vendor Representatives must check in as required by the department's procedures and must always be accompanied by an AAH team member.
  - b) Vendor Representatives are permitted to offer technical advice to the surgical/procedure team regarding the Vendor's products but are NOT permitted to operate the product during the procedure or directly participate in the procedure in any manner, unless such activities are specifically authorized pursuant to a written agreement between the Vendor and AAH.
  - c) Vendor Representatives shall have no direct (i.e., physical or verbal) contact with patients, unless specifically authorized by AAH in writing.
  - d) If AAH makes Vendor scrubs available to a Vendor Representative, the Vendor Representative must wear those scrubs.

E. Vendor Access to Inventories/Storage Areas

1. Vendor Representatives are not allowed to access product inventories or other storage areas unless specifically approved in advance by Supply Chain. In the circumstance permitted above, the Vendor Representative(s) must be accompanied by, or acting at the specific direction of, an AAH team member at all times. All Vendors and Vendor Representatives must comply with all AAH policies regarding consignment and consigned inventories.

F. Promotional Activities, Materials and Displays

1. Vendors may not display products or product information or otherwise distribute, post, or leave any printed or handwritten material, advertisements, signs, or invitations within any AAH location, unless specifically permitted by Supply Chain.
2. Displays may be allowed adjacent to meeting rooms in connection with approved AAH CME courses, approved research symposia, or other educational activities if:
  - a) The primary AAH contact for such activity approves the commercial display;
  - b) Placement is not a condition of providing support;
  - c) Vendors do not engage in any sales activity within the area that the education is occurring; and
  - d) The display is consistent with policies endorsed by the Accreditation Council for CME Standards for Commercial Support and other AAH policies.
3. Displays may be allowed in staff lounges for training if specifically approved by AAH Supply Chain.
4. Vendor-sponsored raffles, lotteries, or other contests in which items of value are provided to the winner(s) are prohibited.

G. Conflicts of Interest and Vendor Business Conduct

1. Vendors and Vendor Representatives shall comply at all times with AAH policies and procedures regarding conflicts of interest, compliance, and business conduct (See, Conflict of Interest – Team Member Policy and Gifts Policy).

H. Confidentiality

1. Any individual observing patient care or otherwise having access to confidential information must be subject to a confidentiality agreement and/or Business Associate Agreement, as required by the AAH Legal Department.
2. Vendor Representatives may not attend programs or meetings in which specific patients are discussed or when quality assurance or risk management issues are discussed.

3. Vendor Representatives may not request or solicit: (a) internal reports, communications, agendas, minutes, or other documents intended for internal distribution, (b) procedure or patient volumes; (c) competitive price or cost information; or (d) other confidential information unless specifically approved by Supply Chain.

I. Introduction of New Products

1. Items that have not been previously purchased by AAH may only be introduced pursuant to the processes and requirements of AAH's New Item Approval Policy. Vendor and Vendor Representatives agree to comply with the terms of that policy.

J. Miscellaneous Restrictions

1. Vendor Representatives may not open boxes or packaging from any product(s), including but not limited to, Vendor products, unless specifically requested by an AAH team member or physician.
2. Vendor Representatives may not utilize AAH supplies or equipment, unless specifically requested by an AAH team member or physician.

K. Site-Specific Restrictions

1. If and to the extent individual AAH entities or facilities impose additional or more restrictive requirements on Vendors and Vendor Representatives, Vendors and Vendor Representatives must comply with those requirements when conducting business within those entities or facilities.

**V. VIOLATIONS AND ENFORCEMENT**

- A. All Vendors and Vendor Representatives are required to comply with the terms of this policy. Each Vendor is responsible to ensure that all Vendor Representatives are aware of, and comply with, this policy, and each Vendor shall be responsible for the conduct of its Vendor Representatives.
- B. AAH team members will monitor compliance with this policy and report any suspected violations of this policy to their supervisor and AAH Supply Chain as appropriate.
- C. AAH Supply Chain will investigate reported violations of this policy. Vendors and/or Vendor Representatives who violate this policy may be

temporarily or permanently prohibited from visiting AAH locations or conducting business with AAH, as determined by AAH Supply Chain.

**VI. CROSS REFERENCES**

Conflict of Interest-Team Member  
Gifts  
New Item Approval

**VII. RESOURCES AND REFERENCES**

N/A

**VIII. ATTACHMENTS**

N/A

# AdvocateAuroraHealth

<b>Title:</b> Non-Competition Guarantees or Restrictive Covenants - GME (IL Only)		<b>Document Number:</b> 6994
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

To clarify Advocate Aurora Health's (AAH) position with regard to non-competition guarantee or restrictive covenant for Residents and Fellows.

## II. SCOPE

This policy applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary specialty.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

**IV. POLICY**

Neither Advocate nor any of its accredited programs will require a resident or fellow to sign a non-competition guarantee or restrictive covenant.

**V. PROCEDURE**

Not Applicable

**VI. CROSS REFERENCES**

Not Applicable

**VII. RESOURCES AND REFERENCES**

Accreditation Council for Graduate Medical Education Institutional Requirements: IV.M. ([www.acgme.org](http://www.acgme.org))

**VIII. ATTACHMENTS**

Not Applicable

# AdvocateAuroraHealth

<b>Title:</b> Substantial Disruptions in Patient Care or Education - GME (IL Only)		<b>Document Number:</b> 6984
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of this policy is to address administrative support for Advocate sponsored programs in the event of a disaster or interruption in patient care.

## II. SCOPE

This policy and procedure applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Designated Institutional Official (DIO):** The individual in a Sponsoring Institution who has the authority and responsibility for all of that institution's ACGME-accredited programs

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to prepare physicians to enter the unsupervised practice of medicine in a primary



specialty. There are two types of residency programs: (a) residency programs available for physician admission immediately upon graduation from medical school as described in the Institutional Requirements; and (b) residency programs available for physician admission after completion of prerequisite clinical training as described in the relevant specialty-specific Program Requirements.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### IV. POLICY

In the event of a disaster or interruption of care affecting any Advocate sponsored residency or fellowship Program, Advocate Aurora Health (AAH) will do everything that is reasonable to ensure continued training for its sponsored residents and fellows.

Whenever and wherever possible, transfer of residents and fellows, if necessary, will remain within AAH Advocate facility thus providing continuity in training for residents, fellows, and faculty.

#### V. PROCEDURE

- A. Following a substantial disruption in patient care or education, the Designated Institutional Official (DIO) and the Graduate Medical Education Committee (GMEC) strive to restructure the educational experience as quickly as possible.
- B. In order to maximize the likelihood that residents/fellows are able to complete program requirements within the standard time required for certification in that specialty, the DIO and the GMEC makes the determination if a transfer to another program is necessary.
- C. If Advocate determines that it can no longer provide an adequate educational experience for its residents and fellows, it arranges for a temporary transfer to programs at other Sponsoring Institutions. Residents and fellows transferred to other programs are provided with an estimated time that the transfer is necessary by their Program Director. Should that initial time estimate need to be revised, the resident/fellow is notified by their Program Director. All notifications are submitted electronically.
- D. If the disruption prevents the Sponsoring Institution from re-establishing an adequate educational experience within a reasonable amount of time, permanent transfers is arranged. If a resident or fellow cannot be relocated to

another Advocate site, then Advocate continues to pay the resident/fellow a stipend and benefits through the end of the current Initial Residency Period (IRP). Professional liability coverage and assignments are discussed with the receiving Sponsoring Institution.

**VI. CROSS REFERENCES**

Not applicable

**VII. RESOURCES AND REFERENCES**

A. Accreditation Council for Graduate Medical education Institutional Requirements: IV.N. ([www.acgme.org](http://www.acgme.org))

**VIII. ATTACHMENTS**

Not applicable

# AdvocateAuroraHealth

<b>Title:</b> Closures or Reductions in Size of ACGME-Accredited Programs and Closure of the Sponsoring Institution - GME (IL Only)		<b>Document Number:</b> 6987
<b>Document Type:</b> <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/> Procedure <input type="checkbox"/> Guideline <input type="checkbox"/> Other		<b>Last Review/Revision Date:</b> 05/09/2022
<b>Content Applies to Patient Care:</b> (Select all that apply)  <input type="checkbox"/> Adults <input type="checkbox"/> Pediatrics (Under 18)	<b>Content Applies to:</b> (Select One)  <input type="checkbox"/> Clinical <input checked="" type="checkbox"/> Administrative	<b>Next Review Date:</b> 05/09/2025
		<b>Effective Date:</b> 05/09/2022
<b>Scope:</b> <input type="checkbox"/> AAH System <input type="checkbox"/> ACH <input checked="" type="checkbox"/> AAH IL Only <input type="checkbox"/> AAH WI Only <input type="checkbox"/> Site Only (Location Name): <input type="checkbox"/> Department Only (Department Name):		

## I. PURPOSE

The purpose of this policy is to clarify the Graduate Medical Education Committee's oversight of reductions in size or closure of a sponsored residency or fellowship program and closure of the Sponsoring Institution.

## II. SCOPE

This policy applies to all Advocate Aurora Health, Inc, Advocate sponsored residency and fellowship programs.

## III. DEFINITIONS/ABBREVIATIONS

**Designated Institutional Official (DIO):** The individual in a Sponsoring Institution who has the authority and responsibility for all of that institution's ACGME-accredited programs.

**Fellow:** An individual enrolled in an accredited fellowship (subspecialty) program who has completed a residency program in a related specialty.

**Fellowship:** A program that provides advanced training in progressive levels of sub-specialization following completion of training in a primary specialty and, if applicable, a related sub-subspecialty. It is a structured educational activity comprising a series of clinical and/or other learning experiences designed to train physicians to enter the unsupervised practice of medicine in a subspecialty.

**Graduate Medical Education (GME):** The period of didactic and clinical education in a medical specialty or subspecialty which follows the completion of undergraduate medical education and which prepares physicians for the independent practice of medicine in that specialty or subspecialty. Also referred to as residency or fellowship education.

**Residency:** A structured educational activity comprising a series of clinical and/or other learning experiences in graduate medical education, designed to

prepare physicians to enter the unsupervised practice of medicine in a primary specialty.

**Resident:** An individual enrolled in an accredited residency program.

**Sponsoring Institution:** The organization (or entity) that assumes the ultimate financial and academic responsibility for a program of graduate medical education consistent with the ACGME Institutional Requirements. The Sponsoring Institution has the primary purpose of providing educational programs and/or health care services.

#### **IV. POLICY**

In the event a decision is made to reduce the size of or close a residency or fellowship program sponsored by Advocate, the Sponsoring Institution will inform the Graduate Medical Education Committee (GMEC), the Designated Institutional Official (DIO), and affected residents/fellows as soon as possible when it intends to reduce the size of or close one or more accredited programs, or when the Sponsoring Institution intends to close.

The Sponsoring Institution will allow residents/fellows already enrolled in affected accredited programs to complete their training in the Sponsoring Institution if possible, and if not to assist them in enrolling in another accredited program in which they can continue their training.

#### **V. PROCEDURE**

Not applicable

#### **VI. CROSS REFERENCES**

Not applicable

#### **VII. RESOURCES AND REFERENCES**

A. Accreditation Council for Graduate Medical Education Institutional Requirements: IV.O ([www.acgme.org](http://www.acgme.org))

#### **VIII. ATTACHMENTS**

Not applicable